

Fill in this information to identify the case:

Debtor 1 Parkside Place LLC

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: District of North Dakota ▼

Case number 25-30003

Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Red River State Bank</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Caren W. Stanley, Vogel Law Firm</u> <small>Name</small> <u>PO Box 1389</u> <small>Number Street</small> <u>Fargo ND</u> <small>City State ZIP Code</small> Contact phone <u>701-237-6983</u> Contact email <u>cstanley@vogellaw.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ <small>Name</small> _____ <small>Number Street</small> _____ <small>City State ZIP Code</small> Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

EXHIBIT 15
 WIT: J. Craig
 DATE: 9-23-25
 Deanna L. Sager

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>8,794,170.09</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Money Loaned</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>All personal property including rents</u> Basis for perfection: <u>SD & ND UCC Fin Stmt, Mortgage, Assignment of Rents</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>Unknown at this time</u> Amount of the claim that is secured: \$ <u>Unknown at this time</u> Amount of the claim that is unsecured: \$ <u>Unknown at this time</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1/8/2025
 MM / DD / YYYY


 Signature

Print the name of the person who is completing and signing this claim:

Name	Charles Aarestad		
	First name	Middle name	Last name
Title	Vice President		
Company	Red River State Bank		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	300 2nd Ave W		
	Number	Street	
	Halstad		MN 56548
	City	State	ZIP Code
Contact phone	218-456-2187		Email charles.aarestad@redriverbank.com

ATTACHMENT TO PROOF OF CLAIM

Promissory Notes:

On or about December 13, 2021, Debtor **Parkside Place, LLC** ("**Debtor**") made in favor of, executed, and delivered to Red River State Bank ("**RRSB**") a promissory note in the principal sum of \$4,200,000.00 ("**Parkside Note**"). The maturity date of the Parkside Note is December 1, 2026. A true and correct copy of the Parkside Note is attached hereto as **Exhibit A** and terms of the same incorporated herein by reference.

Mulinda Craig made in favor of, executed and delivered to RRSB the following instruments:

- a. Promissory Note dated April 26, 2021 in the principal sum of \$1,477,500.00 ("**First Mulinda Note**"). The original maturity date of the First Mulinda Note was December 15, 2022. A true and correct copy of the First Mulinda Note is attached hereto as **Exhibit B** and terms of the same incorporated herein by reference.
- b. Promissory Note dated May 27, 2021 in the principal sum of \$1,321,100.00 ("**Second Mulinda Note**"). The original maturity date of the Second Mulinda Note was December 15, 2022. A true and correct copy of the Second Mulinda Note is attached hereto as **Exhibit C** and terms of the same incorporated herein by reference.
- c. Promissory Note dated June 22, 2021 in the principal sum of \$1,652,500.00 ("**Third Mulinda Note**"). The original maturity date of the Third Mulinda Note was December 15, 2024. A true and correct copy of the Third Mulinda Note is attached hereto as **Exhibit D** and terms of the same incorporated herein by reference.
- d. The First Mulinda Note, the Second Mulinda Note, and the Third Mulinda Note are hereinafter referred to collectively as the "**Mulinda Notes**."

The Mulinda Notes were modified to, among other things, revise the payment schedule and reaffirm and/or modify the maturity date to December 15, 2022 pursuant to three (3) Modification Agreements dated December 15, 2021 (collectively, the "**Mulinda Modification Agreements**"). True and correct copies of the Mulinda Modification Agreements are attached hereto as **Exhibit E** and terms of the same are incorporated herein by reference. Pursuant to a Forbearance Agreement dated February 17, 2023 by and between RRSB and Debtor, Mulinda Craig, and Jesse Craig, among others, the maturity date of the Mulinda Notes was further extended to May 31, 2023. A true and correct copy of the Forbearance Agreement is attached hereto as **Exhibit F**.

Collateral:

As security for payment of all of the indebtedness due RRSB on the Parkside Note and the Mulinda Notes, Debtor made in favor of, executed, and delivered to RRSB Commercial Security Agreements dated March 15, 2021, April 26, 2021, May 27, 2021, and June 22, 2021

(collectively, the "Security Agreements"). True and correct copies of the Security Agreements are attached hereto as Exhibit G and terms of the same incorporated herein by reference.

Under the Security Agreements, Debtor granted RRSB a security interest in the following collateral:

As security for the payment of the indebtedness and all other indebtedness, obligations and liabilities of the Debtor to Creditor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"), Debtor assigns, transfers, pledges, hypothecates and grants to Creditor, its successors and assigns, a first priority security interest (the "security interest") in all Debtor's assets, including without limitation, all equipment, inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings and all other personal property together with all other accessories, accessions, attachments and appurtenances, appertaining to attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, Borrower grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by Borrower and financed by Lender on or about the date of the loan or filing date thereafter (collectively the "collateral")

See Exhibit G.

RRSB perfected its security interest in the above-described personal property assets by virtue of having filed UCC financing statements with the South Dakota Secretary of State and the North Dakota Secretary of State. True and correct copies of the financing statements are attached hereto as Exhibit H and terms of the same incorporated herein by reference.

As additional security for all of the indebtedness due RRSB up to the sum of \$5,440,000.00, Debtor made in favor of, executed, and delivered to RRSB a Mortgage – Collateral Real Estate Mortgage One Hundred Eighty Day Redemption (the "Parkside Mortgage") upon the following-described real property:

Parkside Place Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Street Address: 8 2nd St. NE, Watertown, SD 57201

Tax ID: 9358

(hereinafter the "Parkside Real Property").

The Parkside Mortgage was properly executed, acknowledged, and recorded in Book 990 on Page 8073 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on December 15, 2021 at 10:11 a.m. A true and correct copy of the Parkside Mortgage is attached hereto as Exhibit I and terms of the same incorporated herein by reference.

The indebtedness owing to RRSB under the Mulinda Notes is also secured by the Parkside Mortgage as set forth in the Mulinda Modification Agreements (Exhibit E).

On or about December 13, 2021, as security for all of the indebtedness due RRSB, Parkside made in favor of, executed, and delivered to RRSB an Assignment of Rents (the "Parkside AOR") with respect to the Parkside Real Property. The Parkside AOR was properly executed, acknowledged, and recorded in Book 990 on Page 8076 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on December 15, 2021 at 10:14 a.m. A

true and correct copy of the Parkside AOR is attached hereto as **Exhibit J** and terms of the same incorporated herein by reference.

RRSB began enforcement of its assignment of rents set forth in both the Parkside Mortgage and the Parkside AOR in February 2024 by sending notice to Parkside and to all of the known tenants of the Parkside Real Property. A receiver was appointed on or about October 1, 2024 to take possession of the rents and manage the Parkside Real Property. A true and correct copy of the Order Appointing Receiver is attached hereto as **Exhibit K** and terms of the same incorporated herein by reference.

As of the Petition Date, the receiver held rents from the Parkside Real Property in the sum of \$110,948.58 (the "**Parkside Prepetition Rents**"). The Parkside Prepetition Rents held by the receiver are not property of the bankruptcy estate under 11 USC § 541(a)(6) because the Parkside AOR was enforced prepetition as an absolute assignment.

Indebtedness:

The following sums are due and owing to RRSB with respect to the Parkside Note and Mulinda Notes as of January 6, 2025:

NOTE	BALANCE	PER DIEM INTEREST ACCRUAL
Parkside Note	\$4,062,188.71	\$459.12
First Mulinda Note	\$1,119,755.71	\$159.14
Second Mulinda Note	\$1,610,444.59	\$235.26
Third Mulinda Note	\$2,001,781.08	\$294.28
Total due under Parkside Note and Mulinda Notes together with interest accruing from and after January 6, 2025, excluding* costs and attorneys' fees incurred:	<u>\$8,794,170.09</u>	

* The Debtor is also obligated to RRSB for all attorneys' fees and costs incurred by RRSB in collecting on the debt due and owing under the Parkside Note and the Mulinda Notes.

The filing of this proof of claim does not constitute a general appearance by the claimant. The claimant reserves all rights to challenge the personal or subject matter jurisdiction of this Court and to demand a jury trial in any adversary or other proceeding which may be initiated against the claimant in this bankruptcy proceeding.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

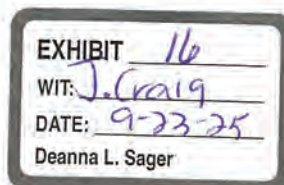
In Re:	Bankruptcy No.: 25-30002
Generations on 1 st , LLC, Debtor, Jointly Administered.	Chapter 11
Parkside Place, LLC, Debtor, Jointly Administered.	Bankruptcy No.: 25-30003
	Chapter 11

**AFFIDAVIT OF CHARLES AARESTAD
RE: THE PARKSIDE NOTE**

STATE OF MINNESOTA)
) SS
COUNTY OF NORMAN)

I, Charles Aarestad, hereby state and declare as follows:

1. I am a Sr. Vice President at Red River State Bank ("RRSB"). I have held my current position since 2011.
2. I hold a bachelor's degree in Agricultural Economics from North Dakota State University. I have also attended the Graduate School of Banking at the University of Wisconsin-Madison.
3. I am personally familiar with the loan history between RRSB and Parkside Place, LLC (the "Debtor" or "Parkside") and I have personal knowledge of all events and transactions described in this affidavit.



4. Additionally, I have personally reviewed bank statements, transaction receipts, deposits, and checks associated with several accounts, including without limitation:

- a. a checking account ending in -6436 at RRSB owned by the Debtor (the "RRSB Parkside Account");
- b. a checking account ending in -4665 at RRSB, also known as the Assignment of Rents Holding Account (the "AOR Account");
- c. a checking account ending in -1711 at First Community Credit Union ("FCCU") owned by Craig Development, LLC (the "FCCU Craig Development Account")
- d. a checking account ending in -4695 at FCCU owned by Craig Properties LLC (the "FCCU Craig Properties Account"); and
- e. a checking account ending in -2258 at Starion Bank owned by non-debtor affiliate CP Business Management Inc. – Apartments (the "CP Business Account"); and
- f. the debtor-in-possession checking account ending in -8688 at Starion Bank (the "Parkside DIP Account").

With the exception of accounts for which RRSB is the depository institution, all of the aforementioned documents were obtained through subpoenas issued in the Debtor's bankruptcy case.

The Parkside Note

5. Debtor executed and delivered to RRSB a Promissory Note dated December 13, 2021 (the "Parkside Note")¹, pursuant to which Loan No. 51438 was disbursed in the original principal sum of \$4,200,000.00. Interest accrues at a rate of 4.150% per annum and its stated maturity date is December 1, 2026. A schedule of the Debtor's repayment obligations under the Parkside Note follows:

- a. Three (3) monthly consecutive interest payments from January 1, 2022, through March 1, 2022;
- b. Fifty-six (56) monthly consecutive principal and interest payments of \$22,525.00 each from April 1, 2022, through November 1, 2026; and
- c. One (1) final principal and interest payment on December 1, 2026, comprised of all principal and accrued interest not yet paid, a sum estimated to be \$3,720,631.03 if all payments were made exactly as scheduled.

A true and correct copy of a debit ticket dated December 13, 2021 confirming the disbursement of Loan 51438 is attached as Exhibit A and incorporated by reference.

6. On December 13, 2021, RRSB disbursed proceeds of the Parkside Note totaling \$4,200,000. Debtor used such proceeds to refinance three existing construction loans related to construction of Parkside Place in Watertown, South Dakota ("Parkside Place"). A true and correct copy of a Loan Disbursement Request and Authorization for the Parkside Note is attached as Exhibit B and incorporated by reference.

7. First, Parkside Note proceeds were applied to pay down outstanding principal and interest on Loan 51393 in the amounts of \$940,371.80 and \$11,767.53, respectively. True

¹ A true and correct copy of the Parkside Note is attached to Proof of Claim No. 1 in the Debtor's bankruptcy case (the "RRSB Parkside POC") and incorporated by reference.

and correct copies of credit slips confirming the application of funds to pay down Loan 51393 are attached as **Exhibit C** and incorporated by reference.

8. Second, Parkside Note proceeds were applied to pay down outstanding principal and interest on Loan 41120 in the amounts of \$2,601,400 and \$84,638.16, respectively. True and correct copies of credit slips confirming the application of funds to pay down Loan 41120 are attached as **Exhibit D** and incorporated by reference.

9. Third, Parkside Note proceeds were applied to pay down outstanding principal only on Loan 41206 in the amount of \$561,822.51. A true and correct copy of a credit slip confirming the application of funds to pay down Loan 41206 is attached as **Exhibit E** and incorporated by reference.

10. To recap, when the December 2021 refinance was complete, Parkside Note proceeds totaling \$4,200,000.00 had been disbursed and applied to refinance the three existing construction loans as follows:

Loan #	Total Paid to Loan Account	Principal	Interest	Exhibit No.
41120	\$2,686,038.16	\$2,601,400.00	\$84,638.16	D
51393	\$952,139.33	\$940,371.80	\$11,767.53	C
41206	\$561,822.51	\$561,822.51	\$0.00	E
TOTAL:	\$4,200,000.00	\$4,103,594.31	\$96,405.69	

[The remainder of this page is intentionally blank.]

11. RRSB filed Proof of Claim No. 1 in the Debtor's main bankruptcy case. The following table was attached to such claim, confirming that as of the Petition Date, the outstanding amount and of the Parkside Note was \$4,062,188.71:

Indebtedness:

The following sums are due and owing to RRSB with respect to the Parkside Note and Mulinda Notes as of January 6, 2025:

NOTE	BALANCE	PER DIEM INTEREST ACCRUAL
Parkside Note	\$4,062,188.71	\$459.12
First Mulinda Note	\$1,119,755.71	\$159.14
Second Mulinda Note	\$1,610,444.59	\$235.26
Third Mulinda Note	\$2,001,781.08	\$294.28
Total due under Parkside Note and Mulinda Notes together with interest accruing from and after January 6, 2025, excluding* costs and attorneys' fees incurred:	<u>\$8,794,170.09</u>	

See RRSB Parkside POC, p. 6.

12. An Inquiry Statement for the Parkside Note generated by RRSB's computer system is attached as **Exhibit F** and incorporated by reference. The Inquiry Statement does not include a running balance but only identifies advances on the loan, late fees accrued, and application of payments.

13. For the convenience of the parties and the Court, a printout of an Excel spreadsheet depicting the accrual of interest and late fees pursuant to the Parkside Note and the application of all payments received by RRSB for the Parkside Note is attached as **Exhibit G** and incorporated by reference.

Parkside Note: Pre-Petition Payment History

14. Prior to commencement of the Debtor's bankruptcy case on January 6, 2025 (the "Petition Date"), RRSB received a total of twenty-eight (28) payments from Debtor, and such payments were applied to reduce the outstanding balance of the Parkside Note as follows:

Payment No.	Payment Description	Exhibit Description	Exhibit No.
1	Payment of \$10,505.75 was received on January 10, 2022, and applied to accrued interest.	RRSB Parkside Account Statement for the period ending January 31, 2022 (<i>See p. 1</i>).	H-1, F & G
2	Payment of \$13,370.96 was received on February 10, 2022, and applied to interest.	RRSB General Ledger slip dated February 10, 2022, memorializing an ACH transfer to RRSB in the sum of \$13,370.96; and RRSB Loan Credit Slip dated February 10, 2022, in the sum of \$13,370.96.	H-2, F & G
3	Payment of \$13,370.96 was received on February 17, 2022, and applied to accrued interest.	CP Business Account Check No. 3217 in the amount of \$13,370.96; and RRSB Loan Credit Slip dated February 17, 2022, in the sum of \$13,370.96.	H-3, F & G
4	Payment of \$22,525.00 was received on March 21, 2022. \$9,550.68 was applied to accrued interest and \$12,974.32 was applied to principal.	CP Business Account Check No. 3266 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated March 21, 2022, in the sum of \$22,525.00.	H-4, F & G
5	Payment of \$22,525.00 was received on May 2, 2022. \$19,994.49 was applied to accrued interest and \$2,530.51 was applied to principal.	CP Business Account Check No. 3296 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated May 2, 2022, in the sum of \$22,525.00.	H-5, F & G
6	Payment of \$22,525.00 was received on May 23, 2022. \$10,466.97 was applied to accrued interest and	CP Business Account Check No. 3400 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated May 24, 2022, in the sum of \$22,525.00.	H-6, F & G

	\$12,058.03 was applied to principal on May 24, 2022.		
7	Payment of \$22,525.00 was received on June 6, 2022. \$6,167.20 was applied to accrued interest and \$16,357.80 was applied to principal.	CP Business Account Check No. 3415 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated June 6, 2022, in the sum of \$22,525.00.	H-7, F & G
8	Payment of \$22,525.00 was received on July 18, 2022. \$19,846.70 was applied to accrued interest and \$2,678.30 was applied to principal.	CP Business Account Check No. 3471 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated July 18, 2022, in the sum of \$22,525.00.	H-8, F & G
9	Payment of \$22,525.00 was received on August 8, 2022. \$9,916.96 was applied to accrued interest and \$12,608.04 was applied to principal.	CP Business Account Check No. 3553 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated August 8, 2022, in the sum of \$22,525.00.	H-9, F & G
10	Payment of \$22,525.00 was received on September 6, 2022. \$13,653.27 was applied to accrued interest and \$8,871.73 was applied to principal.	CP Business Account Check No. 3603 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated September 6, 2022, in the sum of \$22,525.00.	H-10, F & G
11	Payment of \$22,525.00 was received on October 5, 2022. \$13,624.02 was applied to accrued interest and \$8,900.98 was applied to principal.	CP Business Account Check No. 3707 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated October 5, 2022, in the sum of \$22,525.00.	H-11, F & G
12	Payment of \$22,525.00 was received on November 7, 2022. \$15,469.80 was applied to accrued interest and \$7,055.20 was applied to principal.	CP Business Account Check No. 3758 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated November 7, 2022, in the sum of \$22,525.00.	H-12, F & G

13	Payment of \$22,525.00 was received on December 6, 2022. \$13,571.41 was applied to accrued interest and \$8,953.59 was applied to principal.	CP Business Account Check No. 3853 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated December 6, 2022, in the sum of \$22,525.00.	H-13, F & G
14	Payment of \$22,525.00 was received on January 5, 2023. \$14,008.85 was applied to accrued interest and \$8,516.15 was applied to principal.	CP Business Account Check No. 3914 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated January 5, 2023, in the sum of \$22,525.00.	H-14, F & G
15	Payment of \$22,525.00 was received on February 6, 2023. \$14,911.78 was applied to accrued interest and \$7,613.22 was applied to principal.	CP Business Account Check No. 3978 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated February 6, 2023, in the sum of \$22,525.00.	H-15, F & G
16	Payment of \$22,525.00 was received on April 7, 2023. \$22,525.00 was applied to accrued interest and \$0.00 was applied to principal.	CP Business Account Check No. 4072 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated April 7, 2023, in the sum of \$22,525.00.	H-16, F & G
17	Payment of \$22,525.00 was received on May 5, 2023. \$18,406.24 was applied to accrued interest and \$4,118.76 was applied to principal.	CP Business Account Check No. 4123 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated May 5, 2023, in the sum of \$22,525.00.	H-17, F & G
18	Payment of \$22,525.00 was received on June 2, 2023. \$13,010.46 was applied to accrued interest and \$9,514.54 was applied to principal.	CP Business Account Check No. 4183* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated June 2, 2023, in the sum of \$22,525.00. * Check 4183 was divided between the Parkside and Eighth GO1st Notes.	H-18, F & G

		See Eighth GO1st Note Aff., ¶ 14, Row 2 and Exh E-2 .	
19	Payment of \$22,525.00 was received on July 10, 2023. \$13,907.96 was applied to accrued interest and \$8,617.04 was applied to principal.	CP Business Account Check No. 4275* in the amount of \$78,355.18; RRSB Loan Credit Slips dated July 10, 2023, in the sums of \$13,907.96, and \$8,617.04. * Check 4275 was divided between the Parkside and Eighth GO1st Notes. See Eighth GO1st Note Aff., ¶ 14, Row 3 and Exh. E-3 .	H-19, F & G
20	Payment of \$22,525.00 was received on August 16, 2023. \$20,824.11 was applied to accrued interest and \$1,700.89 was applied to principal.	CP Business Account Check No. 4308* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated August 16, 2023, in the sum of \$22,525.00. * Check 4308 was divided between the Parkside and Eighth GO1st Notes. See Eighth GO1st Note Aff., ¶ 14, Row 4 and Exh. E-4 .	H-20, F & G
21	Payment of \$22,525.00 was received on September 7, 2023. \$10,172.90 was applied to accrued interest and \$12,352.10 was applied to principal.	CP Business Account Check No. 4368* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated September 7, 2023, in the sum of \$22,525.00. * Check 4368 was divided between the Parkside and Eighth GO1st Notes. See Eighth GO1st Note Aff., ¶ 14, Row 5 and Exh. E-5 .	H-21, F & G
22	Payment of \$22,525.00 was received on October 10, 2023. \$15,213.00 was applied to accrued interest and \$7,312.00 was applied to principal.	CP Business Account Check No. 4462* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated October 10, 2023, in the sum of \$22,525.00. * Check 4462 was divided between the Parkside and Eighth GO1st Note.	H-22, F & G

		See Eighth GO1st Note Aff., ¶ 14, Row 6 and Exh. E-6 .	
23	Payment of \$22,525.00 was received on November 7, 2023. \$13,344.90 was applied to accrued interest and \$9,180.10 was applied to principal on November 8, 2023.	CP Business Account Check No. 4506* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated November 7, 2023, in the sum of \$22,525.00. * Check 4506 was divided between the Parkside and Eighth GO1st Note. See Eighth GO1st Note Aff., ¶ 14 Row 7 and Exh. E-7 .	H-23, F & G
24	Payment of \$22,525.00 was received on December 21, 2023. \$19,742.37 was applied to accrued interest and \$2,782.63 was applied to principal.	Craig Development, LLC Check No. 12690 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated December 22, 2023, in the sum of \$22,525.00.	H-24, F & G
25	Payment of \$22,525.00 was received on January 15, 2024. \$11,470.21 was applied to accrued interest and \$11,054.79 was applied to principal.	Craig Development, LLC Check No. 12762 in the amount of \$22,525.00 and RRSB Loan Credit Slip dated January 15, 2024, in the sum of \$22,525.00.	H-25, F & G
26	Pursuant to right of offset, \$1,488.58 remaining in the RRSB Parkside Account was applied to principal on February 8, 2024.	RRSB Checking Withdrawal Slip dated February 7, 2024; and RRSB Loan Credit Slip dated February 7, 2024, in the sum of \$1,488.58.	H-26, F & G
27	Payment of \$123,861.56 was received on December 30, 2024, and the same was applied to accrued interest.	Wire transfer receipt from HME Companies and RRSB Checking Withdrawal Slip dated December 30, 2024, in the amount of \$123,861.56. Five (5) RRSB Loan Credit Slips, all dated December 30, 2024, and each in the sum of \$22,525.00 intended to reflect the monthly payments for Feb-June 2024 and one (1) RRSB Loan	H-27, F & G

		Credit Slip dated December 30, 2024, in the sum of \$11,236.56 intended to reflect a partial payment for July 2024.	
28	Payment of \$15,767.50 was received on January 2, 2025, and the same was applied to accrued interest.	ACH transfer from HME Companies to RRSB and RRSB Checking Withdrawal Slip dated January 2, 2025, in the amount of \$15,767.50; and RRSB Credit Ticket dated January 2, 2025, in the sum of \$15,767.50.	H-28, F & G

Post--Petition Payment History of the Parkside Note

15. After the Petition Date, pursuant to the Stipulation(s) For Use of Cash Collateral By and Between Generations on 1st LLC, Parkside Place, LLC and Red River State Bank (See ECF 44, ECF 54, ECF 69, ECF 91, ECF 140), Debtor has made seven (7) adequate protection payments for the Parkside Note and RRSB has applied such payments to reduce the outstanding balance of the Parkside Note as follows:

Payment No.	Payment Description	Exhibit Description	Exhibit No.
29	Payment of \$49,341.92 was received on February 4, 2025. \$36,924.60 was applied to accrued interest and \$12,417.32 was applied to principal.	RRSB General Ledger Slip dated February 4, 2025, in the sum of \$49,341.92, memorializing a payment from account -7020 and RRSB Loan Credit Slip dated February 4, 2025, in the sum of \$49,341.92. <i>See also ECF 54; ¶ 5(i)</i>	H-29, F & G
30	Payment of \$14,500.00 was received on February 14, 2025. \$4,559.71 was applied to accrued interest and \$49,940.29 was applied to principal.	Parkside DIP Account Check No. 20012 in the amount of \$14,500.00; and RRSB Loan Credit Slip dated February 14, 2025, in the sum of \$14,500.00.	H-30, F & G
31	Payment of \$14,500.00 was received on March 7, 2025.	Parkside DIP Account Check No. 20027 in the amount of \$14,500.00;	H-31, F & G

	\$9,551.65 was applied to accrued interest and \$4,948.35 was applied to principal.	and RRSB Loan Credit Slip dated March 7, 2025, in the sum of \$14,500.00.	
32	Payment of \$14,500.00 was received on April 14, 2025, and was applied to accrued interest.	Parkside DIP Account Check No. 20048 in the amount of \$14,500.00; and RRSB Loan Credit Slip dated April 14, 2025, in the sum of \$14,500.00.	H-32, F & G
33	Payment of \$14,500.00 was received on May 19, 2025, and was applied to accrued interest.	Parkside DIP Account Check No. 20067 in the amount of \$14,500.00; and RRSB Loan Credit Slip dated May 19, 2025, in the sum of \$14,500.00.	H-33, F & G
34	Payment of \$14,500.00 was received on June 13, 2025, and was applied to accrued interest.	Parkside DIP Account Check No. 20087 in the amount of \$14,500.00; and RRSB Loan Credit Slip dated June 13, 2025, in the sum of \$14,500.00.	H-34, F & G
35	Payment of \$14,500.00 was received on July 14, 2025, and was applied to accrued interest.	Parkside DIP Account Check No. 20103 in the amount of \$14,500.00; and RRSB Loan Credit Slip dated July 14, 2025, in the sum of \$14,500.00.	H-35, F & G

16. No further payments have been made by the Debtor towards the outstanding balance of the Parkside Note except if additional cash collateral payments are not accounted for yet.

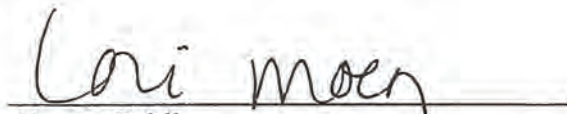
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I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 16, 2025.


Charles Aarestad

Subscribed and sworn to before me this 16 day of September, 2025.


Notary Public



A

0 12/13/2021 \$4200000,00
010105000080 TC 0

A

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$4,200,000.00	12-13-2021	12-01-2026	51438			***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: PARKSIDE PLACE, LLC (TIN [REDACTED])
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Halstad
300 2nd Ave West
PO Box 25
Halstad, MN 56548-0025

EXHIBIT**B**

LOAN TYPE. This is a Fixed Rate (4.150% initial rate) Nondisclosable Loan to a Limited Liability Company for \$4,200,000.00 due on December 1, 2026.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Agricultural Purposes.
- ☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: Refinance Apartment.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$4,200,000.00 as follows:

Amount paid on Borrower's account: \$4,200,000.00
\$4,200,000.00 Payment on Loan # Construction LOC

Note Principal: \$4,200,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$14,375.00
\$4,500.00 CBRE Appraisal Dated 09/2021
\$5,675.00 Title Commitment Estimation
\$4,200.00 RRSB Documentation Fee

Total Charges Paid in Cash: \$14,375.00

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 13, 2021.

BORROWER:

PARKSIDE PLACE, LLC

By: 
JESSE ROBERT CRAIG, Managing Member of
PARKSIDE PLACE, LLC

EXHIBIT

C

LOAN DEPARTMENT CREDIT		MCM 5002 (R 4/10)	
Date 12/13/21	Approved by CBA	46	Principal Payment
		50	Interest Payment
		58	Late Charge
CUSTOMER NAME		92	Principal Payment (End)
Parkside Place LLC		09	Regular Payment
Customer Number	Loan Number	Tran Code	
	51393	50	\$ 11767.53
⑆530100001⑆			

51393 12/13/2021 \$11767.53
010105000030 TC 50

LOAN DEPARTMENT CREDIT		MCM 5002 (R 4/10)	
Date 12/13/21	Approved by CBA	46	Principal Payment
		50	Interest Payment
		58	Late Charge
CUSTOMER NAME		92	Principal Payment (End)
Parkside Place LLC		09	Regular Payment
Customer Number	Loan Number	Tran Code	
	51393	46	\$ 940371.80
⑆530100001⑆			

51393 12/13/2021 \$940371.80
010105000040 TC 46

RRSB Loan Credit Slips memorializing payments to Loan 51393 dated December 13, 2021.

EXHIBIT

D

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/02)

Date 12/13/21 Approved by CBA

CUSTOMER NAME
Parkside Place LLC

Customer Number Loan Number Tran Code

41120 46 s 2601400.00

④6 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

⑆530⑆0000⑆⑆

41120 12/13/2021 S2601400.00
010105000050 TC 46

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/02)

Date 12/13/21 Approved by CBA

CUSTOMER NAME
Parkside Place LLC

Customer Number Loan Number Tran Code

41120 50 s 84638.16

46 Principal Payment

⑤0 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

⑆530⑆0000⑆⑆

41120 12/13/2021 S84638.16
010105000060 TC 50

RRSB Loan Credit Slips memorializing payments to Loan 41120 dated December 13, 2021.

EXHIBIT

E

LOAN DEPARTMENT CREDIT		46 Principal Payment	
MCM 5000 (R 4/10)		50 Interest Payment	
Date 12/13/21	Approved by	58 Late Charge	
CUSTOMER NAME		92 Principal Payment (End)	
Parkside Place LLC / Craig		09 Regular Payment	
Customer Number	Loan Number	Tran Code	
	41206	46 s 561822.51	
⑈530100001⑈			

41206 12/13/2021 \$561822.51
010105000070 TC 46

RRSB Loan Credit Slip memorializing payment to Loan 41206 dated December 13, 2021.

10852 PARKSIDE PLACE, LLC
PO BOX 426
FARGO ND 58107-0426

LOAN # 51438 COLL DESC 8 2ND ST NE, ORIG BAL 4,200,000.00 ORIG DATE 12/13/2021 ORIG DISC .04150 RENW BAL 0.00 TYPE CODE 4
RENEW DATE TMS EXT 0 LAST MATY 12/1/2026 RATE .04150
APR OFF CBA COLL CODE FA

DATE	TC1	AMOUNT	TC2	AMOUNT	POST DATE	DESCRIPTION	BALANCE
12/13/2021	34	4,200,000.00	0	0.00		OPENING ADVANCE	4,200,000.00
01/10/2022	50	10,505.75	0	0.00		ONL PMT FRM CHK 326436	4,200,000.00
02/10/2022	50	13,370.96	0	0.00			4,200,000.00
02/17/2022	50	13,370.96	0	0.00			4,200,000.00
03/21/2022	46	12,974.32	50	9,550.68			4,187,025.68
05/02/2022	46	2,530.51	50	19,994.49			4,184,495.17
05/24/2022	46	12,058.03	50	10,466.97			4,172,437.14
06/06/2022	46	16,357.80	50	6,167.20			4,156,079.34
07/18/2022	46	2,678.30	50	19,846.70			4,153,401.04
08/08/2022	46	12,608.04	50	9,916.96			4,140,793.00
09/06/2022	46	8,871.73	50	13,653.27			4,131,921.27
10/05/2022	46	8,900.98	50	13,624.02			4,123,020.29
11/07/2022	46	7,055.20	50	15,469.80			4,115,965.09
12/06/2022	46	8,953.59	50	13,571.41			4,107,011.50
01/05/2023	46	8,516.15	50	14,008.85			4,098,495.35
02/06/2023	46	7,613.22	50	14,911.78			4,090,882.13
04/07/2023	50	22,525.00	0	0.00			4,090,882.13
05/05/2023	46	4,118.76	50	18,406.24			4,086,763.37
06/02/2023	46	9,514.54	50	13,010.46			4,077,248.83
07/10/2023	46	8,617.04	0	0.00			4,068,631.79
07/10/2023	50	13,907.96	0	0.00			4,068,631.79
08/11/2023	94	1,126.25	0	0.00			4,066,930.90
08/16/2023	46	1,700.89	50	20,824.11			4,054,578.80
09/07/2023	46	12,352.10	50	10,172.90			4,047,266.80
10/10/2023	46	7,312.00	50	15,213.00			4,038,086.70
11/08/2023	46	9,180.10	50	13,344.90			4,038,086.70
12/11/2023	94	1,126.25	0	0.00			4,035,304.07
12/21/2023	46	2,782.63	50	19,742.37			4,035,304.07
01/11/2024	94	1,126.25	0	0.00			4,035,304.07
01/15/2024	46	11,054.79	50	11,470.21			4,024,249.28
02/08/2024	92	1,488.58	0	0.00			4,022,760.70
02/12/2024	94	1,126.25	0	0.00			4,022,760.70
03/11/2024	94	1,126.25	0	0.00			4,022,760.70
04/11/2024	94	1,126.25	0	0.00			4,022,760.70
05/13/2024	94	1,126.25	0	0.00			4,022,760.70
05/28/2024	92	4,022,760.70	84	61,293.30		NON-ACCRUAL	0.00
05/28/2024	366	4,022,760.70	380	61,293.30		NON-ACCRUAL	4,022,760.70
06/11/2024	94	1,126.25	0	0.00			4,022,760.70
07/11/2024	94	1,126.25	0	0.00			4,022,760.70
08/12/2024	94	1,126.25	0	0.00			4,022,760.70
09/11/2024	94	1,126.25	0	0.00			4,022,760.70
10/11/2024	94	1,126.25	0	0.00			4,022,760.70

10852 PARKSIDE PLACE, LLC
PO BOX 426
FARGO ND 58107-0426

LOAN #	51438	COLL DESC 8 2ND ST NE, ORIG BAL 4,200,000.00	ORIG DATE 12/13/2021	ORIG DISC .04150	0.00 RENEW BAL	0.00
		TMS EXT 0	LAST MATY 12/1/2026	RATE	TYPE CODE 4	
DATE	TC1	AMOUNT	TC2	AMOUNT	DESCRIPTION	BALANCE
11/12/2024	94	1,126.25	0	0.00		4,022,760.70
12/11/2024	94	1,126.25	0	0.00		4,022,760.70
12/30/2024	350	22,525.00	0	0.00	01/07/2025	4,022,760.70
12/30/2024	350	22,525.00	0	0.00	Feb2024	4,022,760.70
12/30/2024	350	22,525.00	0	0.00	March2024	4,022,760.70
12/30/2024	350	22,525.00	0	0.00	April2024	4,022,760.70
12/30/2024	350	22,525.00	0	0.00	May2024	4,022,760.70
12/30/2024	350	22,525.00	0	0.00	June2024	4,022,760.70
12/30/2024	350	11,236.56	0	0.00	partial July2024	4,022,760.70
01/02/2025	350	15,767.50	0	0.00	remainder July24, par Aug24	4,022,760.70
01/13/2025	94	1,126.25	0	0.00		4,022,760.70
02/04/2025	346	12,417.32	350	36,924.60		4,010,343.38
02/11/2025	94	1,126.25	0	0.00		4,010,343.38
02/14/2025	346	9,940.29	350	4,559.71	1st Cash Collateral pymt due	4,000,403.09
03/07/2025	346	4,948.35	350	9,551.65	Nov24 partialpmt rem\$7309.02	3,995,454.74
03/11/2025	94	1,126.25	0	0.00		3,995,454.74
04/11/2025	94	1,126.25	0	0.00		3,995,454.74
04/14/2025	350	14,500.00	0	0.00	April25 cash collateral	3,995,454.74
05/12/2025	94	1,126.25	0	0.00		3,995,454.74
05/19/2025	350	14,500.00	0	0.00		3,995,454.74
06/11/2025	94	1,126.25	0	0.00		3,995,454.74
06/13/2025	350	14,500.00	0	0.00		3,995,454.74

Principal: 4,200,000.00
Interest: 357,046.95
Min: 0.00
Max: 4,200,000.00



Affidavit of Charles Aarstad re: Parkside Note											
The Parkside Note: Payment History and Accrual of Interest & Late Fees											
Originating Interest Rate: 4.15% per annum Post-Foreclosure Interest Rate: 4.15% per annum											
Date	TRANSACTION TYPE AND AMOUNT			INTEREST CALCULATION			BALANCE				
	Advance/Charge (+)	Payment (-)	Principal Pmt.	Per Diem	# of Days	Accrued Interest (Principal Pmt.)	Interest	Principal	Late Fees	Payment No.	Corresponding Eighth Gen. Note Payment No.
12/13/2021	\$ 4,200,000.00	\$ -	\$ -	\$ 477.53	0	\$ -	\$ -	\$ 4,200,000.00	\$ -		
1/10/2022	\$ -	\$ -	\$ -	\$ 477.53	28	\$ 13,370.96	\$ 13,370.96	\$ 4,200,000.00	\$ -	1	
1/10/2022	\$ -	\$ (10,505.75)	\$ (10,505.75)	\$ 477.53	22	\$ 10,505.75	\$ -	\$ 4,200,000.00	\$ -		
2/10/2022	\$ -	\$ (13,370.96)	\$ (13,370.96)	\$ 477.53	22	\$ 10,505.75	\$ 13,370.96	\$ 4,200,000.00	\$ -	2	
3/1/2022	\$ -	\$ -	\$ -	\$ 477.53	28	\$ 13,370.96	\$ -	\$ 4,200,000.00	\$ -		
3/21/2022	\$ -	\$ (13,370.96)	\$ (13,370.96)	\$ 477.53	20	\$ 9,550.68	\$ -	\$ 4,200,000.00	\$ -	3	
3/21/2022	\$ -	\$ (22,525.00)	\$ (9,550.68)	\$ 477.53	20	\$ 9,550.68	\$ 12,974.32	\$ 4,200,000.00	\$ -	4	
5/2/2022	\$ -	\$ -	\$ -	\$ 476.06	42	\$ 19,994.48	\$ 19,994.48	\$ 4,187,025.68	\$ -		
5/2/2022	\$ -	\$ (22,525.00)	\$ (19,994.48)	\$ 476.06	22	\$ 19,994.48	\$ (2,530.51)	\$ 4,184,495.17	\$ -	5	
5/24/2022	\$ -	\$ -	\$ -	\$ 475.77	22	\$ 10,466.97	\$ -	\$ 4,184,495.17	\$ -		
5/24/2022	\$ -	\$ (22,525.00)	\$ (10,466.97)	\$ 475.77	22	\$ 10,466.97	\$ (12,058.03)	\$ 4,172,437.14	\$ -	6	
6/6/2022	\$ -	\$ -	\$ -	\$ 474.40	13	\$ 6,167.21	\$ -	\$ 4,172,437.14	\$ -		
6/6/2022	\$ -	\$ (22,525.00)	\$ (6,167.20)	\$ 474.40	42	\$ 19,846.70	\$ 19,846.71	\$ 4,156,079.34	\$ -	7	
7/18/2022	\$ -	\$ -	\$ -	\$ 472.24	21	\$ 9,916.96	\$ -	\$ 4,156,079.34	\$ -		
7/18/2022	\$ -	\$ (22,525.00)	\$ (19,846.70)	\$ 472.24	21	\$ 9,916.96	\$ (2,678.30)	\$ 4,153,401.04	\$ -	8	
8/6/2022	\$ -	\$ -	\$ -	\$ 468.78	29	\$ 13,653.27	\$ -	\$ 4,153,401.04	\$ -		
8/6/2022	\$ -	\$ (22,525.00)	\$ (13,653.27)	\$ 468.78	29	\$ 13,653.27	\$ (8,871.73)	\$ 4,131,521.27	\$ -	9	
9/6/2022	\$ -	\$ -	\$ -	\$ 468.78	29	\$ 13,653.27	\$ -	\$ 4,131,521.27	\$ -		
9/6/2022	\$ -	\$ (22,525.00)	\$ (13,653.27)	\$ 468.78	29	\$ 13,653.27	\$ (8,871.73)	\$ 4,131,521.27	\$ -	10	
10/5/2022	\$ -	\$ -	\$ -	\$ 468.78	29	\$ 13,653.27	\$ -	\$ 4,131,521.27	\$ -		
10/5/2022	\$ -	\$ (22,525.00)	\$ (13,653.27)	\$ 468.78	29	\$ 13,653.27	\$ (8,871.73)	\$ 4,131,521.27	\$ -	11	
11/7/2022	\$ -	\$ -	\$ -	\$ 468.78	33	\$ 15,469.80	\$ -	\$ 4,123,020.29	\$ -		
11/7/2022	\$ -	\$ (22,525.00)	\$ (15,469.80)	\$ 468.78	33	\$ 15,469.80	\$ (7,055.20)	\$ 4,115,965.09	\$ -	12	
12/6/2022	\$ -	\$ -	\$ -	\$ 467.98	29	\$ 13,571.41	\$ -	\$ 4,115,965.09	\$ -		
12/6/2022	\$ -	\$ (22,525.00)	\$ (13,571.41)	\$ 467.98	29	\$ 13,571.41	\$ (8,953.59)	\$ 4,107,011.50	\$ -	13	
1/5/2023	\$ -	\$ -	\$ -	\$ 466.96	30	\$ 14,008.85	\$ -	\$ 4,107,011.50	\$ -		
1/5/2023	\$ -	\$ (22,525.00)	\$ (14,008.85)	\$ 466.96	30	\$ 14,008.85	\$ (8,516.15)	\$ 4,098,495.35	\$ -	14	
2/6/2023	\$ -	\$ -	\$ -	\$ 465.99	32	\$ 14,911.78	\$ -	\$ 4,098,495.35	\$ -		
2/6/2023	\$ -	\$ (22,525.00)	\$ (14,911.78)	\$ 465.99	32	\$ 14,911.78	\$ (7,613.22)	\$ 4,090,882.13	\$ -	15	
4/7/2023	\$ -	\$ -	\$ -	\$ 465.13	60	\$ 27,907.66	\$ -	\$ 4,090,882.13	\$ -		
4/7/2023	\$ -	\$ (22,525.00)	\$ (22,525.00)	\$ 465.13	60	\$ 27,907.66	\$ (5,382.66)	\$ 4,085,499.47	\$ -	16	
5/5/2023	\$ -	\$ -	\$ -	\$ 465.13	28	\$ 13,023.58	\$ -	\$ 4,085,499.47	\$ -		
5/5/2023	\$ -	\$ (22,525.00)	\$ (18,406.24)	\$ 465.13	28	\$ 13,023.58	\$ (4,118.76)	\$ 4,081,380.71	\$ -	17	
6/2/2023	\$ -	\$ -	\$ -	\$ 464.66	28	\$ 13,010.46	\$ -	\$ 4,081,380.71	\$ -		
6/2/2023	\$ -	\$ (22,525.00)	\$ (13,010.46)	\$ 464.66	28	\$ 13,010.46	\$ (9,514.54)	\$ 4,071,866.17	\$ -	18	2
7/10/2023	\$ -	\$ -	\$ -	\$ 463.58	38	\$ 17,615.95	\$ -	\$ 4,071,866.17	\$ -		
7/10/2023	\$ -	\$ (22,525.00)	\$ (13,007.96)	\$ 463.58	38	\$ 17,615.95	\$ (8,617.04)	\$ 4,063,249.13	\$ -	19	3
8/11/2023	\$ 1,126.25	\$ -	\$ -	\$ 462.60	37	\$ 17,116.12	\$ -	\$ 4,063,249.13	\$ 1,126.25		
8/16/2023	\$ -	\$ -	\$ -	\$ 462.60	37	\$ 17,116.12	\$ -	\$ 4,063,249.13	\$ 1,126.25		
8/16/2023	\$ -	\$ (22,525.00)	\$ (20,824.11)	\$ 462.60	37	\$ 17,116.12	\$ (1,700.89)	\$ 4,061,548.24	\$ 1,126.25	20	4
9/7/2023	\$ -	\$ -	\$ -	\$ 462.40	22	\$ 10,172.90	\$ -	\$ 4,061,548.24	\$ 1,126.25		
9/7/2023	\$ -	\$ (22,525.00)	\$ (10,172.90)	\$ 462.40	22	\$ 10,172.90	\$ (12,352.10)	\$ 4,049,196.14	\$ 1,126.25	21	5
10/10/2023	\$ -	\$ -	\$ -	\$ 461.00	33	\$ 15,213.00	\$ -	\$ 4,049,196.14	\$ 1,126.25		
10/10/2023	\$ -	\$ (22,525.00)	\$ (15,213.00)	\$ 461.00	33	\$ 15,213.00	\$ (7,312.00)	\$ 4,041,884.14	\$ 1,126.25	22	6
11/8/2023	\$ -	\$ -	\$ -	\$ 460.17	29	\$ 13,344.89	\$ -	\$ 4,041,884.14	\$ 1,126.25		
11/8/2023	\$ -	\$ (22,525.00)	\$ (13,344.89)	\$ 460.17	29	\$ 13,344.89	\$ (9,180.10)	\$ 4,032,703.04	\$ 1,126.25	23	7
12/11/2023	\$ 1,126.25	\$ -	\$ -	\$ 459.12	43	\$ 19,742.37	\$ -	\$ 4,032,703.04	\$ 1,126.25		
12/21/2023	\$ -	\$ -	\$ -	\$ 459.12	43	\$ 19,742.37	\$ -	\$ 4,032,703.04	\$ 1,126.25		
12/21/2023	\$ -	\$ (22,525.00)	\$ (19,742.37)	\$ 459.12	43	\$ 19,742.37	\$ (2,782.63)	\$ 4,029,920.37	\$ 1,126.25	24	
1/11/2024	\$ 1,126.25	\$ -	\$ -	\$ 458.81	25	\$ 11,470.21	\$ -	\$ 4,029,920.37	\$ 1,126.25		
1/15/2024	\$ -	\$ -	\$ -	\$ 458.81	25	\$ 11,470.21	\$ -	\$ 4,029,920.37	\$ 1,126.25		
2/8/2024	\$ -	\$ (22,525.00)	\$ (11,470.21)	\$ 457.55	24	\$ 10,981.24	\$ (1,488.58)	\$ 4,028,431.79	\$ 1,126.25	25	
2/8/2024	\$ -	\$ -	\$ -	\$ 457.55	24	\$ 10,981.24	\$ -	\$ 4,028,431.79	\$ 1,126.25		
2/8/2024	\$ -	\$ (1,488.58)	\$ -	Set Off:		\$ -	\$ -	\$ 4,026,943.21	\$ 1,126.25	26	

Case 25-30002 Doc 164-1 Filed 09/16/25 Entered 09/16/25 10:32:21 Desc Exhibits A-H Page 9 of 49

2/12/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed	\$ 457.38	326	\$ 149,106.66	\$ 4,022,760.70	\$ 4,506.00	27
3/11/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 5,631.25	
4/11/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 6,757.50	
5/13/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 7,883.75	
6/11/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 9,010.00	
7/11/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 10,136.25	
8/12/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 11,262.50	
9/11/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 12,388.75	
10/11/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 13,515.00	
11/12/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 14,641.25	
12/11/2024	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed				\$ 4,022,760.70	\$ 15,767.50	
12/30/2024	\$ 1,126.25	\$ -	\$ -	-	Interest Calculation				\$ 4,022,760.70	\$ 15,767.50	
12/30/2024	\$ -	\$ (123,861.56)	\$ (123,861.56)	\$ -	Feb - Jun 2024 and Partial Jul 2024 Pmt. Received	Interest Payment:		\$ (123,861.56)	\$ 36,226.34	\$ 4,022,760.70	\$ 15,767.50
1/2/2025	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 457.38	3	\$ 1,372.15	\$ 37,598.48	\$ 4,022,760.70	\$ 15,767.50
1/2/2025	\$ -	\$ (15,767.50)	\$ (15,767.50)	\$ -	Remainder July and Partial Aug 2024 Pmt. Received	Interest Payment:		\$ (15,767.50)	\$ -	\$ 4,022,760.70	\$ 15,767.50
1/6/2025					BANKRUPTCY PETITION FILED	\$ 457.38	4	\$ 1,329.53	\$ 23,660.51	\$ 4,022,760.70	\$ 15,767.50
1/6/2025									\$ 4,022,760.70	\$ 16,893.75	
1/13/2025	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed	\$ 457.38	29	\$ 13,264.09	\$ 36,924.60	\$ 4,022,760.70	\$ 16,893.75
2/4/2025	\$ -	\$ (49,341.92)	\$ (36,924.60)	\$ (12,417.32)	Cash Collateral Payment				\$ 0.00	\$ 4,010,343.38	\$ 16,893.75
2/11/2025	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed	\$ 455.97	10	\$ 4,559.71	\$ 4,559.71	\$ 4,010,343.38	\$ 18,020.00
2/14/2025	\$ -	\$ -	\$ -	-	Interest Calculation				\$ (0.00)	\$ 4,000,403.09	\$ 18,020.00
2/14/2025	\$ -	\$ (14,500.00)	\$ (4,559.71)	\$ (9,940.29)	Cash Collateral Payment	\$ 454.84	21	\$ 9,551.65	\$ 9,551.64	\$ 4,000,403.09	\$ 18,020.00
3/7/2025	\$ -	\$ (14,500.00)	\$ (9,551.65)	\$ (4,948.35)	Interest Calculation				\$ (0.01)	\$ 3,995,454.74	\$ 18,020.00
3/7/2025	\$ -	\$ (14,500.00)	\$ (9,551.65)	\$ (4,948.35)	Cash Collateral Payment					\$ 3,995,454.74	\$ 19,146.25
3/11/2025	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed					\$ 3,995,454.74	\$ 20,272.50
4/11/2025	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed					\$ 3,995,454.74	\$ 20,272.50
4/14/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -	Interest Calculation	\$ 454.28	38	\$ 17,262.55	\$ 17,262.55	\$ 3,995,454.74	\$ 20,272.50
4/14/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -	Cash Collateral Payment				\$ -	\$ 3,995,454.74	\$ 20,272.50
5/12/2025	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed					\$ 3,995,454.74	\$ 21,398.75
5/19/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -	Interest Calculation	\$ 454.28	35	\$ 15,699.72	\$ 18,662.27	\$ 3,995,454.74	\$ 21,398.75
5/19/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -	Cash Collateral Payment				\$ -	\$ 3,995,454.74	\$ 21,398.75
6/11/2025	\$ 1,126.25	\$ -	\$ -	-	Late Fee Assessed					\$ 3,995,454.74	\$ 22,525.00
6/13/2025	\$ -	\$ -	\$ -	-	Interest Calculation	\$ 454.28	25	\$ 11,356.94	\$ 15,519.21	\$ 3,995,454.74	\$ 22,525.00
6/13/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -	Cash Collateral Payment				\$ -	\$ 3,995,454.74	\$ 22,525.00
7/14/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -	Interest Calculation	\$ 454.28	31	\$ 14,082.61	\$ 15,101.62	\$ 3,995,454.74	\$ 22,525.00
7/14/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -	Cash Collateral Payment				\$ -	\$ 3,995,454.74	\$ 22,525.00
7/14/2025	\$ -	\$ (14,500.00)	\$ (14,500.00)	\$ -					\$ 601.62	\$ 3,995,454.74	\$ 4,018,581.56

PARKSIDE PLACE, LLC
PO BOX 426
FARGO ND 58107-0426

1 - 32

PAGE 1
ACCOUNT 6436STATEMENT PERIOD
12/31/2021 TO 01/31/2022

EXHIBIT

H-1

----- CHECKING SUMMARY -----
 SIMP BUS W/O CA - 6436
 CHECKING BALANCE LAST STATEMENT..... 44,744.42
 DEPOSITS..... .00
 9 OTHER CREDITS..... 12,795.00
 1 CHECKS..... 40,444.42
 3 OTHER DEBITS..... 10,535.70
 CHECKING BALANCE THIS STATEMENT..... 6,559.30

----- FEE SUMMARY -----
 PAPER STATEMENT FEE 5.00
 TOTAL FEES IMPOSED 5.00
 (LISTED BELOW)

----- SUMMARY OF OVERDRAFT AND RETURNED ITEM FEES -----

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
TOTAL OVERDRAFT FEES	\$0.00	\$0.00
TOTAL RETURNED ITEM FEES	\$0.00	\$0.00

----- ACCOUNT CREDIT TRANSACTIONS -----

DATE	AMOUNT	DESCRIPTION		
01/04	2,785.00	PAYLEASE.COM	CREDIT	0014326906
01/05	1,465.00	PAYLEASE.COM	CREDIT	0017717979
01/05	1,555.00	PAYLEASE.COM	CREDIT	0017706977
01/06	950.00	PayLease	Settlement	4681327538
01/06	1,335.00	PAYLEASE.COM	CREDIT	0019720156
01/06	4,175.00	PAYLEASE.COM	CREDIT	0019701724
01/07	35.00	PAYLEASE.COM	CREDIT	0011327067
01/10	195.00	PAYLEASE.COM	CREDIT	0013180700
01/11	300.00	PAYLEASE.COM	CREDIT	0015123251

----- OTHER DEBIT TRANSACTIONS -----

DATE	AMOUNT	DESCRIPTION		
01/05	24.95	PAYLEASE.COM	INVOICE	0018077053
01/10	10,505.75	ONL PMN FRM CHK	6436 TO LN 51438	

PARKSIDE PLACE, LLC
PO BOX 426
FARGO ND 58107-0426

PAGE 2
ACCOUNT [REDACTED] 6436
STATEMENT PERIOD
12/31/2021 TO 01/31/2022

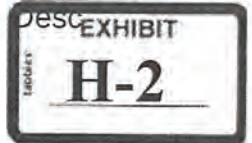
DATE.....AMOUNT....DESCRIPTION
01/31 5.00 PAPER STATEMENT FEE

----- C H E C K S -----

DATE.....	CHECK NO.....	AMOUNT	DATE.....	CHECK NO.....	AMOUNT
01/11	1102022	40,444.42			

----- D A I L Y B A L A N C E I N F O R M A T I O N -----

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
01/04	47,529.42	01/07	57,019.47	01/31	6,559.30
01/05	50,524.47	01/10	46,708.72		
01/06	56,984.47	01/11	6,564.30		



DEBIT <small>MCM 5001 (R 7/10)</small>		GENERAL LEDGER		DATE <u>2/10/22</u> <small>2011-2022 Business Systems, Inc. 10/10/11</small>	
ACCOUNT NAME	UBB	DESCRIPTION / REMARKS	APPROVED BY	CBA	AMOUNT
Parkside Place Feb Int. ACH					
Account Number	7020	Tran Code		\$	13370.96
⑆5900000002⑆					

LOAN DEPARTMENT CREDIT <small>MCM 5002 (R 4/10)</small>		46 Principal Payment	
Date	<u>2/10/22</u>	Approved by	CBA
CUSTOMER NAME	Parkside Place	50 Interest Payment	
Customer Number	51438	58 Late Charge	
Loan Number		92 Principal Payment (End)	
Tran Code	50	09 Regular Payment	
	\$		13370.96
⑆530100001⑆			



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CP BUSINESS MANAGEMENT - APARTMENTS
 PO BOX 9379
 FARGO, ND 58106
 701-237-3369

STARION FINANCIAL
 2754 BRANT DR SOUTH
 FARGO, ND 58106

3217

02/14/22

\$13,370.96**

TO THE ORDER OF **** THIRTEEN THOUSAND THREE HUNDRED SEVENTY AND 96/100 DOLLARS

RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

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2258

LOAN DEPARTMENT CREDIT
 MCM 5002 (R 4/10)

Date 2/17/22 Approved by CBA

CUSTOMER NAME
 Parkside Place LLC

Customer Number Loan Number Tran Code

51438 50 \$ 13370.96

46 Principal Payment
 50 Interest Payment 13,370.96
 58 Late Charge
 92 Principal Payment (End)
 09 Regular Payment

53010000

EXHIBIT

H-4

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 FARGO, ND 58106
 701-237-3369

STARION FINANCIAL
 2754 BRANT DR SOUTH
 FARGO, ND 58106

3266

03/18/22 \$22,525.00**

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

APR 11 2022

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2258

LOAN DEPARTMENT CREDIT RECEIVED
 (FD-2002 (R 4/10))

Date **MAR 21 2022** Approved by *SW CBA*

RED RIVER STATE BANK
 HALSTAD MN 56548
 CUSTOMER NAME
ParkSide Place

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

530100001

ZENITH CITY BUSINESS SYSTEMS, INC.

Security Features Included Details on back



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 PO BOX 9379
 FARGO, ND 58106
 701-237-3369

STARION FINANCIAL
 2754 BRANT DR SOUTH
 FARGO, ND 58106

3296

04/05/22 \$22,525.00**

TO THE ORDER OF ***** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

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2258

LOAN DEPARTMENT CREDIT
 MCM 5002 (R 4/10)

Date 5/2/22 Approved by CBA

CUSTOMER NAME
 Parkside Place

46 Principal Payment
 50 Interest Payment
 58 Late Charge
 92 Principal Payment (End)
 09 Regular Payment

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

53010000

2258

EXHIBIT

H-6

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CP BUSINESS MANAGEMENT - APARTMENTS
 PO BOX 9379
 FARGO, ND 58106
 701-237-3369

STARION FINANCIAL
 2754 BRANT DR SOUTH
 FARGO, ND 58106

3400

05/02/22

\$22,525.00**

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK

300 2ND AVE W
 HALSTAD, MN 56548

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2258

LOAN DEPARTMENT CREDIT
 1/CM 5002 (R 4/10)

Date 5-24-22 Approved by *[Signature]*

CUSTOMER NAME
Parkside, Alace

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

46 Principal Payment
 50 Interest Payment
 58 Late Charge
 92 Principal Payment (End)
 09 Regular Payment

RECEIVED
 MAY 23 2022
 RED RIVER STATE BANK
 HALSTAD MN 56548

530100001



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CP BUSINESS MANAGEMENT - APARTMENTS

PO BOX 9379
FARGO, ND 58108
701-237-3369

STARION FINANCIAL
2754 BRANT DR SOUTH
FARGO, ND 58108

3415

06/01/22 \$22,525.00**

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK

300 2ND AVE W
HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

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225811

Details on back

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 6/6/22 Approved by CBA

CUSTOMER NAME
Parkside Place

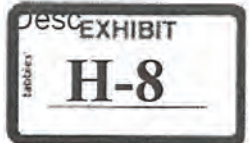
Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

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ZENITH CITY BUSINESS SYSTEMS, INC.



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CP BUSINESS MANAGEMENT - APARTMENTS
PO BOX 9379
FARGO, ND 58106
701-237-3369

STARION FINANCIAL
2754 BRANT DR SOUTH
FARGO, ND 58106

3471

07/01/22

\$22,525.00**

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS
RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

225811

RECEIVED LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date JUL 18 2022 Approved by *[Signature]*

RED RIVER STATE BANK
CUSTOMER NAME
Parkside Place

Customer Number Loan Number Tran Code

51438 \$ 22525.00

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

ZENITH CITY BUSINESS SYSTEMS, INC.

5301000011

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EXHIBIT
H-9

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CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 3553
 PO BOX 9379
 FARGO, ND 58106 2754 BRANT DR SOUTH
 701-237-3369 FARGO, ND 58106

08/01/22

\$22,525.00**

TO THE ORDER OF: **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS
 RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

2258

LOAN DEPARTMENT CREDIT 46 Principal Payment
 RECEIVED MCM 5002 (R 4/10) 50 Interest Payment
 Date AUG 08 2022 Approved by 58 Late Charge
 CREDIT RIVER STATE BANK 92 Principal Payment (End)
 HALSTAD, MN 56548 09 Regular Payment
 Parkside Place

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

530100001

EXHIBIT

H-10

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CP BUSINESS MANAGEMENT - APARTMENTS
PO BOX 9379
FARGO, ND 58106
701-237-3369

STARION FINANCIAL
2754 BRANT DR SOUTH
FARGO, ND 58106

3603

09/01/22

\$22,525.00**

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS
RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEND: - PARKSIDE PLACE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 9-6-22 Approved by LAM HUE

CUSTOMER NAME
Parkside Place

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

5301000011

EXHIBIT
H-11

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CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 3707
 PO BOX 9379 FARGO, ND 58106 2754 BRANT DR SOUTH FARGO, ND 58106
 701-237-3369

1205199< 010101000040 10-05-22 RED RIVER STATE BANK 10/02/22

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS \$22,525.00**
 RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEND: PARKSIDE PLACE SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT 46 Principal Payment
 MCM 5002 (R 4/10) 58 Interest Payment
 Date 10-5-22 Approved by *[Signature]* **RECEIVED**
 58 *[Signature]* **OCT 05 2022**
 92 Principal Payment (End)

CUSTOMER NAME Parkside Place
 09 Regular Payment

Customer Number 51438 Loan Number 09 Tran Code \$ 22,525.00

5301000011

EXHIBIT

H-12

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CP BUSINESS MANAGEMENT - APARTMENTS
PO BOX 9379
FARGO, ND 58106
701-237-3359

STARION FINANCIAL
2754 BRANT DR SOUTH
FARGO, ND 58106

3758

11/04/22

\$22,525.00**

TO THE ORDER OF
**** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS
RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

225811

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 11/7/22 Approved by CU CBA

46 Principal Payment
50 Interest Payment
50 Late Charge
Principal Payment (End)
Regular Payment

RECEIVED
NOV 07 2022
RED RIVER STATE BANK
HALSTAD MN 56548

CUSTOMER NAME
Parkside Place

Customer Number
Loan Number
Tran Code

51438 09 \$ 22525.00

5301000011

EXHIBIT
H-13

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CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 3853

PO BOX 9379
FARGO, ND 58106
701-237-3369

2754 BRANT DR SOUTH
FARGO, ND 58106

12/01/22

\$22,525.00**

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT MCM 5002 (R1 4/10)

Date 12/16/22 Approved by *LAM*

CUSTOMER NAME
Parkside Place

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

530100001

DESC EXHIBIT

H-14

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS
PO BOX 9379
FARGO, ND 58106
701-237-3369

STARION FINANCIAL
2754 BRANT DR SOUTH
FARGO, ND 58106

3914

01/02/23

\$22,525.00**

TO THE ORDER OF **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 1/5/23 Approved by *Lam DL*

CUSTOMER NAME
Parkside Place LLC

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

530100001

EXHIBIT
H-15

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS
PO BOX 9379
FARGO, ND 58106
701-237-3369

STARION FINANCIAL
2754 BRANT DR SOUTH
FARGO, ND 58106

3978

02/01/23

\$22,525.00**

TO THE ORDER OF
RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 2/16/23 Approved by LAM

CUSTOMER NAME
Parkside Place LLC

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

09 Regular Payment

530100001



FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4072

PO BOX 9379
FARGO, ND 58106
701-237-3369

2754 BRANT DR SOUTH
FARGO, ND 58106

04/01/23

\$22,525.00**

TO THE ORDER OF ***** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT 46 Principal Payment
MCM 5002 (R 4/10) 50 Interest Payment

DATE 4-7-23 APPROVED BY *UPB* 58 Late Charge

CUSTOMER NAME 92 Principal Payment (End)

Parkside Place LLC 09 Regular Payment

Memo

Customer Number Loan Number Tran Code

51438 09 s 22525.00

530100001

EXHIBIT

H-17

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4123
 PO BOX 9379
 FARGO, ND 58106 2754 BRANT DR SOUTH
 701-237-3369 FARGO, ND 58106

05/01/23

\$22,525.00**

TO THE ORDER OF: **** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: PARKSIDE PLACE

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT
 MCM 5002 (R 4/10)

DATE 5-5-23 APPROVED BY *LAM n*

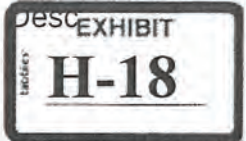
CUSTOMER NAME
 Parkside Place, LLC

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

46 Principal Payment
 50 Interest Payment
 58 Late Charge
 92 Principal Payment (End)
 09 Regular Payment
 Memo

530 10000 11



FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4183

PO BOX 9379
FARGO, ND 58106
701-237-3369

2754 BRANT DR SOUTH
FARGO, ND 58106

06/01/23

\$78,355.18**

TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 6/2/23 Approved by CBD

CUSTOMER NAME
Parkside Place

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

530100001

* Check 4183 was divided between The Parkside Note (\$22,525.00) and The Eighth Generations Note (\$55,830.18). See Eighth Generations Note Aff.; Payment 2.



FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4275
 PO BOX 9379
 FARGO, ND 58106
 701-237-3369 2754 BRANT DR SOUTH
 FARGO, ND 58106

07/01/23 \$78,355.18**

TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS
 RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: Loan Payment

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

225811

LOAN DEPARTMENT CREDIT MCM 5002 (R 4/10) 46 Principal Payment

Date 7-10-23 Approved by LAM 50 Interest Payment

58 Late Charge

CUSTOMER NAME 92 Principal Payment (End)

Parkside Place, LLC 09 Regular Payment

Customer Number Loan Number Tran Code

51438 \$ 13907.96

5301000011

LOAN DEPARTMENT CREDIT MCM 5002 (R 4/10) 46 Principal Payment

DATE 7-10-23 APPROVED BY LAM 50 Interest Payment

58 Late Charge

CUSTOMER NAME 92 Principal Payment (End)

Parkside Place LLC 09 Regular Payment

Customer Number Loan Number Tran Code

51438 46 \$ 8617.04

5301000011

* Check 4275 was divided between The Parkside Note (\$22,525.00) and The Eighth Generations Note (\$55,830.18). See Eighth Generations Note Aff.; Payment 3.

Parkside Note Payment 19

EXHIBIT
H-20

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4308
PO BOX 9379 2754 BRANT DR SOUTH
FARGO, ND 58106 FARGO, ND 58106
701-237-3369

08/01/23 \$78,355.18**

TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS
RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT 46 Principal Payment
MCM 5002 (R 4/10) 50 Interest Payment
DATE 8-16-23 APPROVED BY *Amn* 58 Late Charge
CUSTOMER NAME 92 Principal Payment (End)
Parkside Place LLC 09 Regular Payment
Memo

Customer Number Loan Number Tran Code
51438 09 \$ 22525.00

530100001

* Check 4308 was divided between The Parkside Note (\$22,525.00) and The Eighth Generations Note (\$55,830.18). See Eighth Generations Note Aff.; Payment 4.



WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

CP BUSINESS MANAGEMENT - APARTMENTS PO BOX 9379 FARGO, ND 58106 701-237-3369	STARION FINANCIAL 2754 BRANT DR SOUTH FARGO, ND 58106
--	---

4368


09/01/23

\$78,355.18**

TO THE ORDER OF ***** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

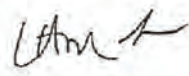
RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: Loan Payment



2258

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

DATE <u>9-7-23</u> APPROVED BY <u></u> CUSTOMER NAME <u>Parkside Place, LLC</u> Customer Number <u>51438</u>	46 Principal Payment 50 Interest Payment 58 Late Charge 92 Principal Payment (End) 09 Regular Payment Memo Tran Code <u>09</u> \$ <u>22525.00</u>
---	--

53010000

* Check 4368 was divided between The Parkside Note (\$22,525.00) and The Eighth Generations Note (\$55,830.18). See Eighth Generations Note Aff.; Payment 5.

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

CP BUSINESS MANAGEMENT - APARTMENTS
PO BOX 9379
FARGO, ND 58105
701-237-3369

STARION FINANCIAL
2754 BRANT DR SOUTH
FARGO, ND 58105

4462

10/02/23

\$78,355.18**

TO THE ORDER OF ***** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

225811

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

DATE 10-10-23 APPROVED BY *Am*

CUSTOMER NAME
Parkside Place, LLC

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment
Memo

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

5301000011

*Check 4462 was divided between The Parkside Note (\$22,525.00) and The Eighth Generations Note (\$55,830.18). See Eighth Generations Note Aff.; Payment 6.



WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4506


PO BOX 9379 2754 BRANT DR SOUTH
FARGO, ND 58106 FARGO, ND 58106
701-237-3369

11/01/23

\$78,355.18**

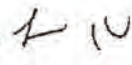
TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548



MEMO: Loan Payment 225B

LOAN DEPARTMENT CREDIT 46 Principal Payment
MCM 5002 (R 4/10) 50 Interest Payment

DATE 11-7-23 APPROVED BY  58 Late Charge

CUSTOMER NAME 92 Principal Payment (End)

Parkside Place LLC 09 Regular Payment

Memo

Customer Number Loan Number Tran Code

51483 09 \$ 22525.00

530100001

* Check 4506 was divided between The Parkside Note (\$22,525.00) and The Eighth Generations Note (\$55,830.18). See Eighth Generations Note Aff.; Payment 7.

EXHIBIT
H-24

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Craig Development, LLC
PO Box 426
Fargo, ND 58107

First Community Credit Union
4521 19th Avenue South
Fargo, ND 58103

12690

77-7869/2913

**** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

TO THE ORDER OF

12/19/23 \$22,525.00**

RED RIVER STATE BANK
BOX 25
HALSTAD, MN 56548

Business Account

Authorized Signature

SECURITY FEATURES INCLUDED, DETAILS ON BACK

1711011

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 12.22.23 Approved by Lam

CUSTOMER NAME
Parkside Place LLC

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

5301000011

EXHIBIT
H-25

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE Y1 SECURITY FEATURES

Craig Development, LLC
PO Box 426
Fargo, ND 58107

First Community Credit Union
4521 19th Avenue South
Fargo, ND 58103

12762

77-7869/2913

**** TWENTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

TO THE ORDER OF

01/05/24 \$22,525.00**

RED RIVER STATE BANK
BOX 25
HALSTAD, MN 56548

Business Account

Authorized Signature

1711011

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

Date 1-15-24 Approved by Lam *BA*

CUSTOMER NAME
Parkside Place LLC

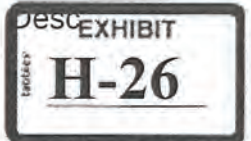
46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

Customer Number Loan Number Tran Code

51438 09 \$ 22525.00

5301000011

ZENITH CITY BUSINESS SYSTEMS, INC.



ZENITH CITY BUSINESS SYSTEMS, INC.	CHECKING WITHDRAWAL	 <small>RRS 4007 (R 1/1/15)</small>	6436	
	DATE 2/7/24		↑ TC ↑	↑ ACCOUNT NUMBER ↑
	PREPARED BY CBA	SIGNATURE X Right of Offset		
	NAME Parkside Place ADDRESS CITY, STATE, ZIP		\$ 1488.58	↑ AMOUNT CHARGED ↑
⑆5000 2 2000⑆				

ZENITH CITY BUSINESS SYSTEMS, INC.	LOAN DEPARTMENT CREDIT	 <small>MCM 5002 (R 4/10)</small>		
	Date 2/7/24	Approved by CBA	46 Principal Payment	
	CUSTOMER NAME Parkside Place		50 Interest Payment	
			58 Late Charge	
		92 Principal Payment (End)		
		09 Regular Payment		
	Customer Number	Loan Number	Tran Code	
		51438	92 \$	1488.58
⑆530 10000 ⑆				

File Information

Transaction Date 12/30/2024 4:23:51 PM
 File Date Monday December 30, 2024 03:00 PM
 Immediate Destination 091205199 RED RIVER STATE BANK HA

**Batch Information**

Service Class Code	200	Standard Entry Class Code	PPD
Settlement Date	12/30/2024	Originator Status Code	1
Effective Entry Date	241230	Company Entry Description	Parkside
Originating DFI Identification 09140017			
Company Name	HME COMPANIES LL	Originator Identification	9832282354
Company Discretionary Data		Company Descriptive Data	
Entry/Addenda Count	1	Batch Number	19
Credit Total	\$123,861.56	Debit Total	\$0.00

Entries

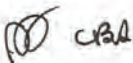
Amount	\$123,861.56	Prenotification	
Receiving DFI Identification	09120519	Account Type	Checking
DFI Account Number	4665	Identification Number	6427575
Receiving Entity Name	Parkside Place, LLC		
Discretionary Data			
Transaction Code	22	Trace Number	91400179354135
Return Code		Return	
Standard Entry Class Code PPD			
Settlement Date	12/30/2024		

Preview History

Last Viewed By DaniHarl32 **Date First Viewed** 12/31/2024 11:10:38 AM
Last Viewed By DaniHarl32 **Date Last Viewed** 12/31/2024 11:10:41 AM

<div>CHECKING WITHDRAWAL</div>		<div>RED RIVER STATE BANK</div>	4665
DATE		† TC †	† ACCOUNT NUMBER †
12/30/24	5 Full print: Feb 24, Mar 24, April 24, May 24, June 24		
PREPARED BY	SIGNATURE		
	x2 Partial print: July 2024		
NAME		\$	123861.56
ADDRESS		† AMOUNT CHARGED †	
CITY, STATE, ZIP			
⑆5000 22000⑆			

LOAN DEPARTMENT CREDIT			
MCM 5002 (R 4/10)			
DATE	12/30/24	APPROVED BY	CBSA [Signature]
CUSTOMER NAME	Parkside Place LLC		
Customer Number	Loan Number	Tran Code	
	51438	09 \$	22525.00
⑈53040000⑈			
		46	Principal Payment
		50	Interest Payment
		58	Late Charge
		92	Principal Payment (End)
		09	Regular Payment
		Memo	Feb 2024

LOAN DEPARTMENT CREDIT		MCM 5002 (R 4/10)	
DATE	12/30/24	APPROVED BY	
CUSTOMER NAME	Parkside Place LLC		
Customer Number	Loan Number	Tran Code	
	51438	09 \$	22525.00
1:530100001:			
46 Principal Payment		50 Interest Payment	
58 Late Charge		92 Principal Payment (End)	
09 Regular Payment		Memo Month 2024	

Parkside Note Payment 27

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 12/30/24 APPROVED BY CBA

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

51438

09 \$

22525.00

⑈53010000⑈

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo April 2024

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 12/30/24 APPROVED BY CBA

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

51438

09 \$

22525.00

⑈53010000⑈

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo May 2024

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 12/30/24 APPROVED BY CBA

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

51438

09 \$

22525.00

⑈53010000⑈

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo June 2024

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

Zenith City Business Systems

DATE 12/30/24 APPROVED BY  CBA

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

51438

09 \$

1123 056

⑈53010000⑈

46 Principal Payment

50 Interest Payment

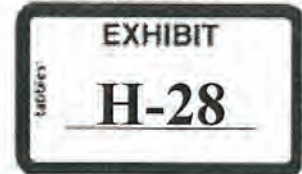
58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo July 2024 - Partial

* A wire transfer of \$123,861.56 from HME Companies was received by RRSB on 12/30/24, which was applied as five payments of \$22,525.00 for the overdue February – June 2024 payments and one partial payment for the July 2024 payment (\$11,236.56).



ACH Cash Concentration

Transaction Date 1/2/2025 12:22:05 PM

Effective Date 1/2/2025

Account Number 1534

Origination Type: CCD - Cash Concentration

Prenotification Transaction

Transaction Date 1/2/2025 6:22:05 PM Entry Description ACH PYMT

Origination Company RRSB Federal Tax ID 410497345

Credit ABA Number 091205199 Credit Account Type Checking

Credit Account Number 4665 Credit Account ID 51438

Credit Account Name PARKSIDE PLACE LLC

Credit Addenda Info

Amount \$15,767.50

Debit Amount	Prenotification	Account Name	ABA Number	Account Number	Account ID	Account Type	Addenda Info	Trace Number
\$15,767.50		HME COMPANIES LLC	091400172	1722		Checking		

Origination Description HME COMPANIES TO RRSB-PARKSIDE

Created By HeidRoy93

Verified By N/A

Created Date and Time 1/2/2025 12:22:05 PM

Verified Date and Time N/A

CHECKING WITHDRAWAL		RED RIVER STATE BANK		4665	
DATE 1/2/25		RRS 4007 (R/11/15)		↑ TC ↑	
PREPARED BY [Signature]		SIGNATURE X		↑ ACCOUNT NUMBER ↑	
NAME Parkside Place LLC				1576750	
ADDRESS				↑ AMOUNT CHARGED ↑	
CITY, STATE, ZIP					
⑆500022000⑆					

CUSTOMER NAME Parkside Place		DATE: 1/2/25		CREDIT TICKET	
CUSTOMER NUMBER	NOTE NUMBER	BACK DATE			
	5438				
REBATE INTEREST:	82 <	>	PAY OFF:	36	
REBATE INSURANCE:	C/L 64 <	>	PRINCIPAL PAYMENT:	46	
REBATE INSURANCE:	AH 78 <	>	INTEREST PAYMENT:	350	
CREDIT TO FINAL:	92		LATE CHARGE:	58	
EXTENSION DATE:	38		ESCROW:	72	
FEE:	90				
CR INT ADJUSTMENT:	84				
MINUS YEAR TO DATE:	4				
INSURANCE PAYMENT:	88				
			TOTAL \$	15767.50	
DESCRIPTION: July 2024 pymt, partial Aug 2024 pymt					
⑆530000004⑆					



DEBIT MCM 5001 (R 7/10)		GENERAL LEDGER		DATE
ACCOUNT NAME	URB	DESCRIPTION / REMARKS	APPROVED BY	2/4/2025 Zion's City Business Systems, Inc. 4m
Parkside #51438				AMOUNT
Account Number	7020	Tran Code		\$ 49341.92
⑈590000000⑈				

LOAN DEPARTMENT CREDIT MCM 5002 (R 4/10)				
DATE	2/4/25	APPROVED BY		46 Principal Payment 12,417.32
CUSTOMER NAME	Parkside Place LLC			50 Interest Payment 36,924.60
Customer Number	51438	Loan Number	09	58 Late Charge
		Tran Code		92 Principal Payment (End)
				09 Regular Payment
				Memo Wire Pmt - BK CC order.
⑈530100000⑈				\$ 49341.92



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

PARKSIDE PLACE, LLC
DEBTOR IN POSSESSION - CASE #25-30003
PO BOX 9379
FARGO, ND 58106

STARION FINANCIAL
2754 Brandt Dr S
FARGO, ND 58104

20012

02/12/25 \$14,500.00**

TO THE ORDER OF **** FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 2/14/2025 APPROVED BY

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

51438

09 \$

14500.00

5301000011

46 Principal Payment

9,940.29

50 Interest Payment

4,559.71

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo



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PARKSIDE PLACE, LLC
DEBTOR IN POSSESSION - CASE #25-30003
PO BOX 9379
FARGO, ND 58106

STARION FINANCIAL
2754 Brandt Dr S
FARGO, ND 58104

20027

03/05/25

\$14,500.00**

TO THE ORDER OF **** FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 3/7/2025 APPROVED BY

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

51438

09 \$

14500.00

⑈53010000⑈

46 Principal Payment

4948.35

50 Interest Payment

9551.65

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

PARKSIDE PLACE, LLC
DEBTOR IN POSSESSION - CASE #25-30003
PO BOX 9379
FARGO, ND 58106

STARION FINANCIAL
2754 Brandt Dr S
FARGO, ND 58104

20048

04/10/25 \$14,500.00**

TO THE ORDER OF **** FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 4/14/26 APPROVED BY CBA

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

5143809 \$14500.00

⑈530100001⑈

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo

14,500



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

PARKSIDE PLACE, LLC
DEBTOR IN POSSESSION - CASE #25-30003
PO BOX 9379
FARGO, ND 58106

STARION FINANCIAL
2754 Brandt Dr S
FARGO, ND 58104

20067

05/12/25 \$14,500.00**

TO THE ORDER OF **** FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 5/19/25 APPROVED BY CPA

CUSTOMER NAME

Parkside Place LLC

Customer Number

Loan Number

Tran Code

51438

09 \$

14500.00

⑆530 10000 1⑆

46 Principal Payment

50 Interest Payment

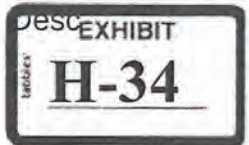
58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo

14500 —



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PARKSIDE PLACE, LLC
DEBTOR IN POSSESSION - CASE #25-30003
PO BOX 9379
FARGO, ND 58106

STARION FINANCIAL
2754 Brandt Dr S
FARGO, ND 58104

20087

06/11/25 \$14,500.00**

TO THE ORDER OF **** FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COPI REACTIVE INK

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

DATE 6/13/25 APPROVED BY *CSA*

CUSTOMER NAME
Parkside Place LLC

Customer Number Loan Number Tran Code

51438 09 \$ 14500.00

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment
Memo

14500-

⑈530100001⑈



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PARKSIDE PLACE, LLC
DEBTOR IN POSSESSION - CASE #25-30003
PO BOX 9379
FARGO, ND 58106

STARION FINANCIAL
2754 Brandt Dr S
FARGO, ND 58104

20103

07/10/25 \$14,500.00**

TO THE ORDER OF **** FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

85888

LOAN DEPARTMENT CREDIT
MCM 5002 (R 4/10)

DATE 7/14/25 APPROVED BY *CPH*

CUSTOMER NAME
Parkside Place LLC

Customer Number Loan Number Tran Code

51438 09 \$ 14500.00

530 10000 11

46 Principal Payment
50 Interest Payment 14,500 -
58 Late Charge
92 Principal Payment (End)
09 Regular Payment
Memo

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

In Re:	Bankruptcy No.: 25-30002
Generations on 1 st , LLC, Debtor, Jointly Administered.	Chapter 11
Parkside Place, LLC, Debtor, Jointly Administered.	Bankruptcy No.: 25-30003
	Chapter 11

AFFIDAVIT OF CHARLES AARESTAD

RE: THE MULINDA NOTES

STATE OF MINNESOTA)
) SS
COUNTY OF NORMAN)

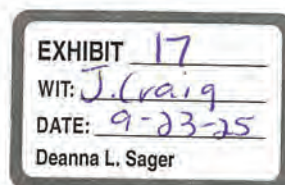
I, Charles Aarestad, hereby state and declare as follows:

1. I am a Senior Vice President at Red River State Bank ("RRSB" or "Creditor").

I have held my current position since 2011.

2. I hold a bachelor's degree in Agricultural Economics from North Dakota State University. I have also attended the Graduate School of Banking at the University of Wisconsin-Madison.

3. I am personally familiar with the loan history between RRSB and Mulinda Craig ("Mulinda"), Generations on 1st, LLC ("Generations"), and Parkside Place, LLC ("Parkside") (Parkside and Generations, collectively, are hereinafter the "Debtors").



4. I have personally reviewed bank statements, transaction receipts, deposits, and checks associated with several accounts, including without limitation:

- a. a checking account ending in -4657 at RRSB also known as the Assignment of Rents Holding Account (the “Generations AOR Account”);
- b. a checking account ending in -6436 at RRSB owned by Parkside (the “RRSB Parkside Account”);
- c. a checking account ending in -4665 at RRSB, also known as the Assignment of Rents Holding Account (the “Parkside AOR Account”);
- d. a checking account ending in -1711 at First Community Credit Union (“FCCU”) owned by Craig Development, LLC (the “FCCU Craig Development Account”);
- e. a checking account ending in -4695 at FCCU owned by Craig Properties LLC (the “FCCU Craig Properties Account”);
- f. a checking account ending in -2258 at Starion Bank owned by non-debtor affiliate CP Business Management Inc. – Apartments (the “CP Business Account”);
- g. a checking account ending in -8829 at Starion Bank owned by Craig Development LLC (the “Starion Craig Development Account”).
- h. a debtor-in-possession checking account ending in -8666 held by the estate at Starion Bank (the “Generations DIP Account”); and
- i. a debtor-in-possession checking account ending in -8688 at Starion Bank (the “Parkside DIP Account”).

With the exception of the accounts for which RRSB is the depository institution, all of the aforementioned documents were obtained through subpoenas issued in the Debtor’s bankruptcy case.

History of the Three Mulinda Notes

5. RRSB previously filed Proof of Claim No. 1 in the Generation's bankruptcy case (the "RRSB Generations POC") and Proof of Claim No. 1 in the Parkside bankruptcy case (the "RRSB Parkside POC", and together with the RRSB Generations POC, the "RRSB POCs." The RRSB POCs explain the business relationship between RRSB and Mulinda. This Affidavit pertains to the three loans referred to in the RRSB POCs as the First Mulinda Note, the Second Mulinda Note, and the Third Mulinda Note (collectively, the "Mulinda Notes").

6. Proceeds of the Mulinda Notes were used for the construction of two apartment buildings in Watertown, South Dakota known as "Generations on 1st" (the "GO1 Real Property") and "Parkside Place" (the "Parkside Real Property").

The First Mulinda Note

7. Mulinda made in favor of, executed, and delivered to RRSB a Promissory Note dated April 26, 2021, pursuant to which Loan No. 41206 was issued in the original principal amount of \$1,477,500.00 (the "First Mulinda Note"). A true and correct copy of the First Mulinda Note is attached as **Exhibit 1-A** and incorporated by reference.

8. The stated maturity date of the First Mulinda Note was December 15, 2022.

9. Interest accrued on the unpaid principal balance at a rate of 4.350% per annum. After the parties executed the Forbearance Agreement dated February 17, 2023 (the "Forbearance Agreement"), the rate increased to 6.500% per annum. Payments came due under the First Mulinda Note as follows:

- a. One (1) payment of principal and interest in the sum of \$775,426.43 due on December 15, 2021; and
- b. One (1) final payment of principal and interest in the sum of \$775,426.43 due on December 15, 2022.

A. Disbursement of Loan Proceeds for the First Mulinda Note

10. Loan proceeds for the First Mulinda Note were authorized for disbursement pursuant to a Loan Disbursement Request and Authorization executed by Mulinda (the "First Mulinda DRA"). A true and correct copy of the First Mulinda DRA is attached as **Exhibit 1-B** and incorporated by reference, and a relevant excerpt is reproduced below for reference.

SPECIFIC PURPOSE. The specific purpose of this loan is: REAL ESTATE DEVELOPMENT LOAN.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,477,500.00 as follows:

Amount paid on Borrower's account:	\$230,254.14
\$230,254.14 Payment on Loan # 41099	
Other Disbursements:	\$1,247,205.40
\$50,000.00 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
\$86,562.46 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
\$226,447.36 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
\$226,447.35 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
\$76,840.36 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
\$100,000.00 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
\$240,453.93 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
\$240,453.94 CASHIER'S CHECK TO CRAIG DEVELOPMENT	
Total Financed Prepaid Finance Charges:	\$40.46
\$40.46 Loan Packaging Fee	
Note Principal:	\$1,477,500.00

11. The First Mulinda Note proceeds were disbursed on April 26, 2021 in the aggregate principal amount of \$1,477,500. First, \$230,534.14 was used to refinance Loan No. 41099, an existing construction loan. True and correct copies of RRSB's credit slips dated April 27, 2021 for \$229,080.19 and \$1,173.95 are attached as **Exhibit 1-C**. The remaining loan proceeds were disbursed to Craig Development via eight Cashier's Checks totaling \$1,247,205.40:

Check No.	Check Amount	Corresponding Project and Draw No.
201011	\$50,000.00	Parkside Place Draw #8
201012	\$86,562.46	Parkside Place Draw #9
201013	\$226,447.36	Parkside Place Draw #9
201014	\$226,447.35	Parkside Place Draw #9
201015	\$76,840.36	Generations on 1 st Draw #6
201016	\$100,000.00	Generations on 1 st Draw #7
201017	\$240,453.93	Generations on 1 st Draw #7
201018	\$240,453.94	Generations on 1 st Draw #7
<u>TOTAL:</u>	\$1,247,205.40	

True and correct copies of the aforementioned Cashier's Checks and two (2) FCCU Craig Development Account Transaction Receipts dated April 26, 2021, confirming receipt and deposit of the First Mulinda Note loan proceeds are attached as **Exhibit 1-D**.

B. Payment History for the First Mulinda Note

12. To date, only two payments have been made on the First Mulinda Note.

13. On December 13, 2021, a payment of \$561,822.51 was applied to principal in connection with refinancing of the Parkside Note. *See* Affidavit of Charles Aarestad re: The Parkside Note; ¶ 9-10. True and correct copies of the Parkside DRA and a RRSB credit slip dated December 13, 2021 for \$561,822.51 are attached as **Exhibit 1-E**.

14. On April 17, 2023, a payment of \$22,053.82 was applied to principal in connection with refinancing of the Eighth Generations Note. *See* Affidavit of Charles Aarestad re: Eighth Generations Note; ¶ 13. True and correct copies of the Eighth Generations DRA and a Credit Ticket dated April 17, 2023 for \$22,053.82 are attached hereto as **Exhibit 1-F**.

15. No further payments have been made by the Debtors or Mulinda towards the outstanding balance of the First Mulinda Note.

The Second Mulinda Note

16. Mulinda made in favor of, executed, and delivered to RRSB a Promissory Note dated May 27, 2021, pursuant to which Loan No. 41240 was issued in the original principal amount of \$1,321,100.00 (the "**Second Mulinda Note**"). A true and correct copy of the Second Mulinda Note is attached as **Exhibit 2-A** and incorporated by reference.

17. The original maturity date of the First Mulinda Note was December 15, 2022.

18. Interest accrued on the unpaid principal balance at a rate of 4.350% per annum. After the parties executed the Forbearance Agreement, the rate increased to 6.500% per annum. Payments came due under the Second Mulinda Note as follows:

- c. One (1) payment of principal and interest in the sum of \$690,851.70 due on December 15, 2021; and
- d. One (1) final payment of principal and interest in the sum of \$690,851.70 due on December 15, 2022.

C. Disbursement of Loan Proceeds for the Second Mulinda Note

19. Proceeds of the Second Mulinda Note were authorized for disbursement pursuant to a Loan Disbursement Request and Authorization contemporaneously executed by Mulinda (the "Second Mulinda DRA"). A true and correct copy of the Second Mulinda DRA is attached hereto as **Exhibit 2-B** and incorporated by reference, and a relevant excerpt is reproduced below:

SPECIFIC PURPOSE. The specific purpose of this loan is: REAL ESTATE DEVELOPMENT LOAN.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,321,100.00 as follows:

Amount paid to Borrower directly:	\$31,508.57
\$31,508.57 Deposited to Account # CASHIERS CHECK TO CRAIG DEVELOPMENT	
Other Disbursements:	\$1,289,462.18
\$111,726.38 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$294,876.42 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$294,875.41 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$293,987.49 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$293,987.48 CASHIERS CHECK TO CRAIG DEVELOPMENT	
Total Financed Prepaid Finance Charges:	\$139.25
\$139.25 Loan Packaging Fee	
Note Principal:	\$1,321,100.00

20. The Second Mulinda Note proceeds were disbursed to Craig Development, LLC via Cashier's Checks on May 27, 2021 as follows:

Check No.	Check Amount	Corresponding Project and Draw No.
201052	\$31,508.57	Parkside Place Draw #10
201049	\$111,726.38	Generations on 1 st Draw #8
201050	\$294,875.42	Generations on 1 st Draw #8

201051	\$294,875.41	Generations on 1 st Draw #8
201053	\$293,987.49	Parkside Place Draw #10
201054	\$293,987.48	Parkside Place Draw #10
n/a	\$139.25	Loan Packaging Fee
TOTAL:	\$1,321,100.00	

True and correct copies of the aforementioned Cashier's Checks and Loan Packaging Fee General Ledger ticket and a Starion Craig Development Account Statement dated May 28, 2021, confirming receipt and deposit of the Second Mulinda Note loan proceeds, are attached hereto as **Exhibit 2-C** and incorporated by reference.

D. Payment History for the Second Mulinda Note

21. To date, no payments have been made by Debtors or Mulinda towards the outstanding balance of the Second Mulinda Note.

The Third Mulinda Note

22. Mulinda made in favor of, executed, and delivered to RRSB a Promissory Note dated June 22, 2021, pursuant to which Loan No. 41258 was issued in the original principal amount of \$1,652,500.00 (the "**Third Mulinda Note**"). A true and correct copy of the Third Mulinda Note is attached as **Exhibit 3-A** and incorporated by reference.

23. The original maturity date of the Third Mulinda Note was December 15, 2024.

24. Interest accrues on the unpaid principal balance at a rate of 4.350% per annum. After the Forbearance Agreement, the rate increased to 6.500% per annum. The Third Mulinda Note was payable in annual installments of principal and interest equal to \$449,112.37 beginning on December 15, 2021, and continuing through December 15, 2024.

Disbursement of Loan Proceeds for the Third Mulinda Note

25. Proceeds of the Third Mulinda Note were authorized for disbursement pursuant to a Loan Disbursement Request and Authorization contemporaneously executed by Mulinda

(the “Third Mulinda DRA”). A true and correct copy of the Third Mulinda DRA is attached hereto as **Exhibit 3-B** and incorporated by reference, and a relevant excerpt is reproduced below:

SPECIFIC PURPOSE. The specific purpose of this loan is: REAL ESTATE DEVELOPMENT LOAN.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,652,500.00 as follows:

Amount paid to Borrower directly:	\$240,257.01
\$240,257.01 Deposited to Account # CASHIERS CHECK TO CRAIG DEVELOPMENT	
Amount paid to others on Borrower's behalf:	\$246,412.62
\$246,257.01 to CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$155.61 to RED RIVER STATE BANK LOAN PACKAGING	
Other Disbursements:	\$1,159,830.37
\$218,658.18 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$218,658.17 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$230,000.00 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$240,257.01 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$246,257.01 CASHIERS CHECK TO CRAIG DEVELOPMENT	
Note Principal:	\$1,652,500.00

26. The Third Mulinda Note proceeds were disbursed to Craig Development, LLC on June 22, 2021 in the aggregate amount of \$1,652,500 by six Cashier's Checks:

Check No.	Check Amount	Corresponding Project and Draw No.
201075	\$246,257.01	Generations on 1 st Draw #9
201076	\$246,257.01	Generations on 1 st Draw #9
201072	\$218,658.18	Parkside Place Draw #11
201073	\$218,658.17	Parkside Place Draw #11
201074	\$230,000.00	Generations on 1 st Draw #9
201077	\$246,257.01	Generations on 1 st Draw #9
201078	\$246,257.01	Generations on 1 st Draw #9
n/a	\$155.61	Loan Packaging Fee
TOTAL:	\$1,652,500.00	

True and correct copies of the aforementioned Cashier's Checks and two FCCU Craig Development Account Transaction Receipts dated June 22, 2021, confirming receipt and deposit of the Third Mulinda Note loan proceeds, are attached hereto as **Exhibit 3-C**.

E. Payment History for the Third Mulinda Note

27. To date, no payments have been made by the Debtors or Mulinda towards the outstanding balance of the Third Mulinda Note.

RRSB'S POCs AND THE MULINDA NOTES

28. Three (3) Inquiry Statements for the Mulinda Notes generated by RRSB's computer system are attached as **Exhibit 4** and incorporated by reference. The Inquiry Statements set forth loan advances, late fees, and payments, if any. They do not include a running balance.

29. For the convenience of the parties and the Court, printouts of three (3) Excel spreadsheets setting forth the accrual of interest and late fees pursuant to the Mulinda Notes and the application of all payments received by RRSB for the Mulinda Notes are attached as **Exhibit 5** and incorporated by reference.

30. The following tables confirms the outstanding balance of the Mulinda Notes as of the Petition Date:

First Mulinda Note:	\$1,119,755.71
Second Mulinda Note:	\$1,610,444.59
Third Mulinda Note:	\$2,001,781.08

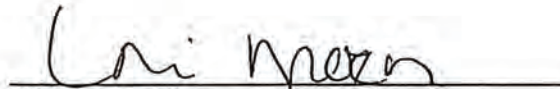
See RRSB Generations POC, p. 9; RRSB Parkside POC, p. 6.

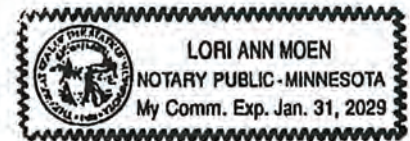
I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 17 day of September, 2025.


Charles Aarestad

Subscribed and sworn to before me this 17 day of September, 2025.


Notary Public



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,477,500.00	04-26-2021	12-15-2022	41206	JR		***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: MULINDA SUE CRAIG (SSN: [REDACTED])
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540



Principal Amount: \$1,477,500.00 **Interest Rate:** 4.350% **Date of Note:** April 26, 2021

PROMISE TO PAY. MULINDA SUE CRAIG ("Borrower") promises to pay to Red River State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Four Hundred Seventy-seven Thousand Five Hundred & 00/100 Dollars (\$1,477,500.00), together with interest on the unpaid principal balance from April 26, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.350% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 2 payments of \$775,426.43 each payment. Borrower's first payment is due December 15, 2021, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on December 15, 2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Any accrued interest not paid when due is added to principal and thereafter will accrue interest as principal.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 2:00 PM CST on a business day, Lender will credit Borrower's payment on the next business day.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Red River State Bank, PO Box 25 Halstad, MN 56548.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$7.28, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Note or the related documents in connection with the obtaining of the loan evidenced by this Note or any security document directly or indirectly securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

**PROMISSORY NOTE
(Continued)**

Loan No: 41206

Page 2

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the related documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Minnesota.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Polk County, State of Minnesota.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$28.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Commercial Security Agreement dated April 26, 2021 made and executed between PARKSIDE PLACE, LLC and Lender on collateral described as As security for the payment of the indebtedness and all other indebtedness, obligations and liabilities of the Debtor to Creditor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"), Debtor assigns, transfers, pledges, hypothecates and grants to Creditor, its successors and assigns, a first priority security interest (the "security interest") in all Debtor's assets, including without limitation, all equipment, inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings and all other personal property together with all other accessories, accessions, attachments and appurtenances, appertaining to attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, Borrower grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by Borrower and financed by Lender on or about the date of the loan or filing date thereafter (collectively the "collateral").

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Red River State Bank PO Box 25 Halstad, MN 56548.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. In addition, Lender shall have all the rights and remedies provided in the related documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

SECTION DISCLOSURE. To the extent not preempted by federal law, this loan is made under Minnesota Statutes, Section 47.59, RRSB-Mulinda 02770

Loan No: 41206

PROMISSORY NOTE
(Continued)

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X 
MULINDA SUE CRAIG

LENDER:

RED RIVER STATE BANK

X 
MARTIN PETERSON, Loan Officer

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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,477,500.00	04-26-2021	12-15-2022	41206	JR		***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: MULINDA SUE CRAIG (SSN: [REDACTED])
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Fortile
114 N Mill St
PO Box 98
Fortile, MN 56540

EXHIBIT

1-B

LOAN TYPE. This is a Fixed Rate (4.350%) Nondisclosable Loan to an Individual for \$1,477,500.00 due on December 15, 2022.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Agricultural Purposes.
- ☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: REAL ESTATE DEVELOPMENT LOAN.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,477,500.00 as follows:

Amount paid on Borrower's account: \$230,254.14
\$230,254.14 Payment on Loan # 41099

Other Disbursements: \$1,247,205.40
\$50,000.00 CASHIER'S CHECK TO CRAIG DEVELOPMENT
\$86,562.46 CASHIER'S CHECK TO CRAIG DEVELOPMENT
\$226,447.36 CASHIER'S CHECK TO CRAIG DEVELOPMENT
\$226,447.35 CASHIER'S CHECK TO CRAIG DEVELOPMENT
\$76,840.36 CASHIER'S CHECK TO CRAIG DEVELOPMENT
\$100,000.00 CASHIER'S CHECK TO CRAIG DEVELOPMENT
\$240,453.93 CASHIER'S CHECK TO CRAIG DEVELOPMENT
\$240,453.94 CASHIER'S CHECK TO CRAIG DEVELOPMENT

Total Financed Prepaid Finance Charges: \$40.46
\$40.46 Loan Packaging Fee

Note Principal: \$1,477,500.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$164.54
\$164.54 Loan Packaging Fee

Total Charges Paid in Cash: \$164.54

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 26, 2021.

BORROWER:

x 
MULINDA SUE CRAIG

Case 25-30002 Doc 167-1 Filed 09/17/25 Entered 09/17/25 13:36:12 Desc
Exhibits 1-5 Page 5 of 56

LOAN DEPARTMENT CREDIT
MCM 5002 (R -1/10)

Date 4-27-21 Approved by PL

CUSTOMER NAME

Mulinda Craig

Customer Number

Loan Number

Tran Code

41099

40 \$

229080.19

⑆53010000⑆

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment



Case 25-30002 Doc 167-1 Filed 09/17/25 Entered 09/17/25 13:36:12 Desc
Exhibits 1-5 Page 6 of 56

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

Date 4-27-21 Approved by *fl*

CUSTOMER NAME

Mulinda Craig

Customer Number

Loan Number

41099

Tran Code

50 \$

1173.95

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

153010000115

UNETexch.

1-D

RED RIVER STATE BANK
PO Box 24 • Mankato, MN • 56008 • (218) 456-2187
PO Box 98 • Perle, MN • 56560 • (218) 945-6171

Purchaser.
DRAW #8

Fifty Thousand Dollars And 00/100*****

PAY TO THE ORDER OF CRAIG DEVELOPMENT

201011
\$50,000.00

Notice to Customer
If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.

MTIP April 26, 2021

Two Signatures Required
Kirsten Larson
Authorized Signature

201011 5199 2130

Original document is
not a duplicate

UNETexchange Item Summary

ECE Institution ISN: 8278543649

UNETexchange ISN: 210426922812414

RED RIVER STATE BANK
PO Box 35 • Hibbard, MN • 56548 • (218) 456-1187
PO Box 78 • Fertile, MN • 56548 • (218) 942-6171

CASHIER'S CHECK
Notice to Customer
If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.
MHP April 26, 2021

Purchaser:
DRAW 39 PARKSIDE

201012
\$86,562.46

Eighty Six Thousand Five Hundred Sixty Two Dollars And 46/100*****

PAY TO THE ORDER OF C'RAIG DEVELOPMENT

Two Signatures Required
Paulton Carson
Authorized Signature

⑈ 20 10 1 2 ⑈ 5 1 9 9 ⑈ 2 1 3 0 ⑈


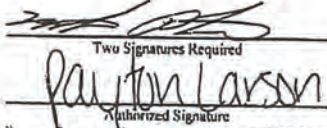
ENDORSE HERE


Paulton Carson

UNETexchange Item Summary

ECE Institution ISN: 8278543648

UNETexchange ISN: 210426922812413

 RED RIVER STATE BANK PO Box 25 • Halstad, MN • 56548 • (218) 454-2187 PO Box 98 • Fertile, MN • 56540 • (218) 945-6171		CASHIER'S CHECK • Notice to Customer If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification. MHP April 26, 2021		201013	
Purchaser: DRAW BY PARKSIDE PLACE LLC		\$226,447.36		Security Features: Details on back	
Two Hundred Twenty Six Thousand Four Hundred Forty Seven Dollars And 36/100*****					
PAY TO THE ORDER OF CRAIG DEVELOPMENT		Two Signatures Required  Authorized Signature			
⑈ 201013 ⑈ ⑆ 5199⑆		2130⑈			



ENDORSE HERE 	
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UNETexchange Item Summary

ECE Institution ISN: 8278543647

UNETexchange ISN: 210426922812412





 RED RIVER STATE BANK PO Box 25 • Haberd, MN • 56548 • (218) 454-2187 PO Box 98 • Fertile, MN • 56540 • (218) 945-6171	CASHIER'S CHECK <small>Notice to Customer If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on this check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.</small> MHIP April 26, 2021	201014 \$226,447.35
Purchaser: DRAW #9 PARKSIDE PLACE Two Hundred Twenty Six Thousand Four Hundred Forty Seven Dollars And 35/100*****		
PAY TO THE ORDER OF	CRAIG DEVELOPMENT	 Two Signatures Required  Authorized Signature
⑈ 201014⑈ ⑆ 5199⑆		2130⑈

	<div>ENDORSE HERE</div> <div>X</div> <div></div>
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UNETexchange Item Summary

ECE Institution ISN: 8278543654




UNETexchange ISN: 210426922812419




 RED RIVER STATE BANK PO Box 25 • Hahrad, MN • 56548 • (218) 456-2187 PO Box 98 • Fertile, MN • 56540 • (218) 945-6171	CASHIER'S CHECK <small>Notice to Customer If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on this check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.</small> MHP April 26, 2021	201015 \$76,840.36
Purchaser: DRAW TO GENERATIONS Seventy Six Thousand Eight Hundred Forty Dollars And 36/100*****		 Two Signatures Required  Authorized Signature
PAY TO THE ORDER OF CRAIG DEVELOPMENT		
⑈ 201015 ⑈ 5199⑈		⑈ 2130 ⑈
<div>ENDORSE HERE</div> <div></div>		

UNETexchange Item Summary

ECE Institution ISN: 8278543653

UNETexchange ISN: 210426922812418




 RED RIVER STATE BANK PO Box 25 • Halstad, MN • 56548 • (218) 454-3187 PO Box 78 • Fertile, MN • 56549 • (218) 945-6171		CASHIER'S CHECK <small>Notice to Customer If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on this check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.</small>	
Purchaser: DRAW #7 GENERATIONS		201016 \$100,000.00	
One Hundred Thousand Dollars And 00/100*****			
PAY TO THE ORDER OF CRAIG DEVELOPMENT		 Two Signatures Required  Authorized Signature	
# 201016 # 1		5199: 2130 #	

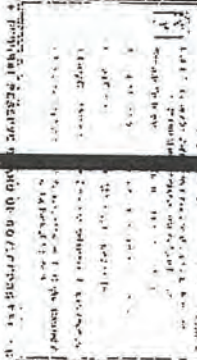


			
		ENDORSE HERE  Craig Development LLC	

UNETexchange Item Summary

ECE Institution ISN: 8278543652

UNETexchange ISN: 210426922812417

 RED RIVER STATE BANK PO Box 25 • Mabel, MN • 56548 • (218) 454-2187 PO Box 98 • Fertile, MN • 56548 • (218) 945-4171	CASHIER'S CHECK Notice to Customer If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on this check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification. MHP April 26, 2021	201017 \$240,453.93
Purchaser: DRAW #7 GENERATIONS Two Hundred Forty Thousand Four Hundred Fifty Three Dollars And 93/100*****		
PAY TO THE ORDER OF CRAIG DEVELOPMENT	 Two Signatures Required  Authorized Signature	
⑈ 201017 ⑈ ⑈ 5199⑈	⑈ 2130⑈	

		ENDORSE HERE X  Craig Development LLC
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UNETexchange Item Summary

ECE Institution ISN: 8278543651

UNETexchange ISN: 210426922812416

RED RIVER STATE BANK		CASHIER'S CHECK	
PO Box 25 • Hatfield, MN • 56548 • (218) 456-2187 PO Box 98 • Verde, MN • 56546 • (218) 945-6171		201018 \$240,453.94	
Purchaser: DRAW #7 GENERATIONS		MHP April 26, 2021	
Two Hundred Forty Thousand Four Hundred Fifty Three Dollars And 94/100*****			
PAY TO THE ORDER OF CRAIG DEVELOPMENT		Two Signatures Required <i>Paulen Larsen</i> Authorized Signature	
# 201018# 5199#		2130#	

ENDORSE HERE	
<i>Craig Development</i>	



FP TRANSACTION 04-26-21 12:56:06 MEMBER 1711CR 1 1516
FOR CRAIG DEVELOPMENT, LLC AS craig
DEPOSIT OF 589457.17 1711-2 SMALL BUSINESS CHECKING
PREV BAL 368.64 NEW BAL 589825.81
CHK#1011 CHK#1012 CHK#1013 CHK#1014 REDRIVERSTBNK CASH CHK
RECEIVED 589457.17 IN 4 CHECKS
226447.35 226447.36 86562.46
50000.00

Member Signature



FP TRANSACTION 04-26-21 12:59:10 MEMBER 1711CR 1 1516
FOR CRAIG DEVELOPMENT, LLC AS craig
DEPOSIT OF 657748.23 1711-2 SMALL BUSINESS CHECKING
PREV BAL 368.64 NEW BAL 658116.87
CHK#1018 CHK#1017 CHK#1016 CHK#1015 REDRIVERSTBNK CASH CHK
RECEIVED 657748.23 IN 4 CHECKS
240453.94 240453.93 100000.00
76840.36

Member Signature



DISBURSEMENT DISCLOSURE AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$4,200,000.00	12-13-2021	12-01-2026	51438			***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: PARKSIDE PLACE, LLC (TIN [REDACTED])
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Halstad
300 2nd Ave West
PO Box 25
Halstad, MN 56548-0025

EXHIBIT

1-E

LOAN TYPE. This is a Fixed Rate (4.150% initial rate) Nondisclosable Loan to a Limited Liability Company for \$4,200,000.00 due on December 1, 2026.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Agricultural Purposes.
- ☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: Refinance Apartment.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$4,200,000.00 as follows:

Amount paid on Borrower's account: \$4,200,000.00
\$4,200,000.00 Payment on Loan # Construction LOC

Note Principal: \$4,200,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$14,375.00
\$4,500.00 CBRE Appraisal Dated 09/2021
\$5,675.00 Title Commitment Estimation
\$4,200.00 RRSB Documentation Fee

Total Charges Paid in Cash: \$14,375.00

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 13, 2021.

BORROWER:

PARKSIDE PLACE, LLC

By: 
JESSE ROBERT CRAIG, Managing Member of
PARKSIDE PLACE, LLC

LOAN DEPARTMENT CREDIT		46 Principal Payment	
Date 12/13/21	Approved by	50 Interest Payment	
CUSTOMER NAME		58 Late Charge	
Parkside Place LLC / Craig		92 Principal Payment (End)	
Customer Number	Loan Number	09 Regular Payment	
	41206	46 s 561822.51	
5301000011			

41206 12/13/2021 \$561822.51
010105000070 TC 46

RRSB Loan Credit Slip memorializing payment to Loan 41206 dated December 13, 2021.

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$8,100,000.00	04-17-2023	12-01-2026	51676	JN		***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: GENERATIONS ON 1ST, LLC (TIN: [REDACTED] 6148)
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Halstad
300 2nd Ave West
PO Box 25
Halstad, MN 56548-0025

EXHIBIT

1-F

LOAN TYPE. This is a Fixed Rate (6.750%) Nondisclosable Loan to a Limited Liability Company for \$8,100,000.00 due on December 1, 2026.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
☐ Personal, Family or Household Purposes or Personal Investment.
☐ Agricultural Purposes.
☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: Refinance Construction Loan.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$8,100,000.00 as follows:

Amount paid on Borrower's account:	\$8,100,000.00
\$46,418.19 Payment on Loan # 40869	
\$142,789.38 Payment on Loan # 40881	
\$57,880.80 Payment on Loan # 40910	
\$1,565,200.00 Payment on Loan # 41121	
\$2,976,430.98 Payment on Loan # 51404	
\$1,094,025.15 Payment on Loan # 51425	
\$424,259.84 Payment on Loan # 51437	
\$843,168.59 Payment on Loan # 51449	
\$653,729.65 Payment on Loan # 51471	
\$274,043.60 Payment on Loan # 51488	
\$22,053.82 Payment on Loan # 41206	

Note Principal: \$8,100,000.00

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 17, 2023.

BORROWER:

GENERATIONS ON 1ST, LLC

By: 
JESSE ROBERT CRAIG, MANAGING MEMBER of
GENERATIONS ON 1ST, LLC

CUSTOMER NAME *Mulinda Craso*
CUSTOMER NUMBER NOTE NUMBER
41206
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: *392*
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: *4/17/23*

CREDIT TICKET

BACK DATE

> PAY OFF:	36
> PRINCIPAL PAYMENT:	46
> INTEREST PAYMENT:	50
LATE CHARGE:	58
ESCROW:	72

TOTAL \$

22053.82

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,321,100.00	05-27-2021	12-15-2022	41240	JR		***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: MULINDA SUE CRAIG (SSN: 9822)
 1405 1ST AVEN
 FARGO, ND 58102

Lender: Red River State Bank
 Fertile
 114 N Mill St
 PO Box 98
 Fertile, MN 56540

EXHIBIT

2-A

Principal Amount: \$1,321,100.00

Interest Rate: 4.350%

Date of Note: May 27, 2021

PROMISE TO PAY. MULINDA SUE CRAIG ("Borrower") promises to pay to Red River State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Three Hundred Twenty-one Thousand One Hundred & 00/100 Dollars (\$1,321,100.00), together with interest on the unpaid principal balance from May 27, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.350% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 2 payments of \$690,851.70 each payment. Borrower's first payment is due December 15, 2021, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on December 15, 2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Any accrued interest not paid when due is added to principal and thereafter will accrue interest as principal.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

Red River State Bank
 Fertile
 114 N Mill St
 PO Box 98
 Fertile, MN 56540

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 2:00 PM CST on a business day, Lender will credit Borrower's payment on the next business day.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Red River State Bank, PO Box 25 Halstad, MN 56548.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$7.28, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Note or the related documents in connection with the obtaining of the loan evidenced by this Note or any security document directly or indirectly securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

PROMISSORY NOTE

Loan No: 41240

(Continued)

Page 2

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the related documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Minnesota.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Polk County, State of Minnesota.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$28.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Commercial Security Agreement dated May 27, 2021 made and executed between PARKSIDE PLACE, LLC and Lender on collateral described as As security for the payment of the indebtedness and all other indebtedness, obligations and liabilities of the Debtor to Creditor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"), Debtor assigns, transfers, pledges, hypothecates and grants to Creditor, its successors and assigns, a first priority security interest (the "security interest") in all Debtor's assets, including without limitation, all equipment, inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings and all other personal property together with all other accessories, acccessions, attachments and appurtenances, appertaining to attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, Borrower grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by Borrower and financed by Lender on or about the date of the loan or filing date thereafter (collectively the "collateral").

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Red River State Bank PO Box 25 Halstad, MN 56548.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. In addition, Lender shall have all the rights and remedies provided in the related documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

SECTION DISCLOSURE. To the extent not preempted by federal law, this loan is made under Minnesota Statutes, Section 47.59.

PROMISSORY NOTE

Loan No: 41240


(Continued)

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

x 
MULINDA SUE CRAIG

LENDER:

RED RIVER STATE BANK

x 
MARTIN PETERSON, Loan Officer

Exhibits 1-5 Page 24 of 56

EXHIBIT
2-B

Lender: Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- SPECIFIC PURPOSE.** The specific purpose of this loan is: REAL ESTATE DEVELOPMENT LOAN.

Amount paid to Borrower directly:	\$31,508.57
\$31,508.57 Deposited to Account # CASHIERS CHECK TO CRAIG DEVELOPMENT	

Other Disbursements:	\$1,289,452.18
\$111,726.38 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$294,875.42 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$294,875.41 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$293,987.49 CASHIERS CHECK TO CRAIG DEVELOPMENT	
\$293,987.48 CASHIERS CHECK TO CRAIG DEVELOPMENT	

Total Financed Prepaid Finance Charges:	\$139.25
\$139.25 Loan Packaging Fee	

Note Principal:	\$1,321,100.00
-----------------	----------------

BORROWER:

X MULINDA SUE CRAIG

UNETexchange Item Summary

ECE Institution ISN: 8870696325

UNETexchar

EXHIBIT

2-C

RED RIVER STATE BANK
PO Box 25 • Hebert, MN • 56549 • (218) 256-2187
PO Box 98 • Fertile, MN • 56540 • (218) 945-6171

CASHIER'S CHECK
Notice to Customer:
If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.
MHP May 27, 2021

Purchaser:
PARKSIDE DRAW #10

201052
\$31,508.57

Thirty One Thousand Five Hundred Eight Dollars And 57/100*****

PAY TO THE ORDER OF: CRAIG DEVELOPMENT

Two Signatures Required
Paul H. Larson
Authorized Signature

201052 5199 2130

ENDORSE HERE
Craig Development

DO NOT WRITE, STAMP, OR RESERVE FOR FUTURE USE
DO NOT WRITE, STAMP, OR RESERVE FOR FUTURE USE

BRANCH NAME: FERTILE, MN
TRAIL ID: 2503, TRAIL ID: 05/27/21

UNETexchange Item Summary

ECE Institution ISN: 8870696327

UNETexchange ISN: 210527931836775

RED RIVER STATE BANK
PO Box 25 • Tarkenton, MN • 56548 • (218) 456-2187
PO Box 98 • Fertile, MN • 56540 • (218) 945-6171

CASHIER'S CHECK
Notice to Customer
If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check (until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.)
MIII May 27, 2021

Purchaser:
GENERATIONS DRAW #8

201049
\$111,726.38

One Hundred Eleven Thousand Seven Hundred Twenty Six Dollars And 38/100*****

PAY TO THE ORDER OF CRAIG DEVELOPMENT

Two Signatures Required
Payton Larson
Authorized Signature

201049 5199 2130

FRANCIS, CAROL HARRIS
R1D-2503-TRX101-05/27/21

DO NOT WRITE STAMP
RESERVED FOR FIA

DO NOT WRITE LINE
RESERVED FOR FIA

ENDORSE HERE
Craig Development

UNETexchange Item Summary

ECE Institution ISN: 8870696326

UNETexchange ISN: 210527931836774

RED RIVER STATE BANK
PO Box 25 • Halstad, MN • 56548 • (218) 456-3187
PO Box 98 • Fertile, MN • 56540 • (218) 945-6171

CASHIER'S CHECK
Notice to Customer:
If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.

MHP May 27, 2021 201050

Purchaser: GENERATIONS DRAW #8 \$294,875.42

Two Hundred Ninety Four Thousand Eight Hundred Seventy Five Dollars And 42/100*****

MAY TO THE ORDER OF: CRAIG DEVELOPMENT

Two Signatures Required
Craighton Larson
Authorized Signature

② 201050 ① 5199 ② 2130

ENDORSE HERE

X

DO NOT WRITE, STAMP, OR PEN-INK IN THIS AREA

BELOW THIS LINE

STAMP HERE

CR-10-2503-TRAN-05/27/21

UNETexchange Item Summary

ECE Institution ISN: 8870696330

UNETexchange ISN: 210527931836778



RED RIVER STATE BANK		CASHIER'S CHECK	
<small>PO Box 25 • Habard, MN • 56548 • (218) 456-2187 PO Box 98 • Fertile, MN • 56548 • (218) 945-6171</small>		<small>Notice to Customer: If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.</small>	
Purchaser: GENERATIONS DRAW #8		201051 \$294,875.41	
Two Hundred Ninety Four Thousand Eight Hundred Seventy Five Dollars And 41/100*****			
PAY TO THE ORDER OF: CRAIG DEVELOPMENT		Two Signatures Required <i>Craig Larson</i> Authorized Signature	
⑈ 201051 ⑈ 5199⑈		2130⑈	

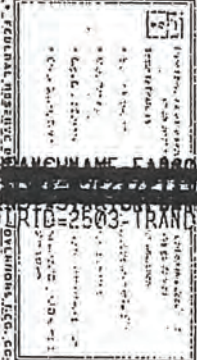

ENDORSE HERE	
<i>Craig Larson</i>	
DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE	

UNETexchange Item Summary

ECE Institution ISN: 8870696329

UNETexchange ISN: 210527931836777

 RED RIVER STATE BANK PO Box 25 • Hahsted, MN • 56548 • (218) 456-2187 PO Box 98 • Fertile, MN • 56540 • (218) 945-6171		CASHIER'S CHECK <small>Notice to Customer: If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.</small> MHP May 27, 2021	
Purchaser: PARKSIDE DRAW #10		201053 \$293,987.49	
Two Hundred Ninety-Three Thousand Nine Hundred Eighty Seven Dollars And 49/100*****			
PAY TO THE ORDER OF: CRAIG DEVELOPMENT		 Two Signatures Required Authorized Signature	
# 201053 #		5199: 2130	

	ENDORSE HERE	
	 Craig Development LLC	
DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE		

UNETexchange Item Summary

ECE Institution ISN: 8870696328

UNETexchange ISN: 210527931836776

RED RIVER STATE BANK		CASHIER'S CHECK	
PO Box 25 • Hatfield, MN • 56540 • (218) 456-2107 PO Box 98 • Fertile, MN • 56540 • (218) 945-6171		<small>Notice to Customer</small> If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.	
Purchaser: PARKSIDE DRAW #10		201054 \$293,987.48	
Two Hundred Ninety Three Thousand Nine Hundred Eighty Seven Dollars And 48/100*****			
PAY TO THE ORDER OF: CRAIG DEVELOPMENT		Two Signatures Required <i>[Signature]</i> Authorized Signature	
⑈ 201054 ⑈ ⑆ 5199 ⑆ 2130 ⑈			

FEDERAL RESERVE NOTE		ENDORSE HERE	
BRANCH NAME: EATON LDRD 60		X <i>[Signature]</i>	
RIP=2503-PRANDY=05/27/21		DO NOT WRITE, STAMP, OR RESERVE ON BACK	
		DO NOT WRITE, STAMP, OR RESERVE ON BACK	

CREDIT GENERAL LEDGER		DATE
ACCOUNT NAME	DESCRIPTION / REMARKS	APPROVED BY
#41240	Mulinda Sue Cawley Loan Orig Fee #	139.25
Account Number		Transaction Code
7030		\$ 139.25
⑈5000000005⑈		

200517030 5/27/2021 \$139.25
020104000230 TC 0

Starion Bank

PO Box 848
Mandan, ND 58554

RETURN SERVICE REQUESTED

CRAIG DEVELOPMENT LLC
PO BOX 9379
FARGO ND 58106-9379

Statement Ending 05/28/2021

CRAIG DEVELOPMENT LLC

Page 1 of 4

Customer Number: 8829

Managing Your Accounts



Branch

2754 Brandt Dr S
Fargo, ND 58104



Phone

701.281.5600



Website

Starionbank.com

Summary of Accounts



Do you have questions about your statement? You can contact us by phone, email customerservice@starionbank.com or chat online with a Starion Bank representative. Our customer service hours are Monday through Friday from 7 a.m. to 6 p.m.

Account Type	Account Number	Ending Balance
ND STAR CHECKING	8829	\$1,323,078.75

ND STAR CHECKING- 8829

Account Summary

Date	Description	Amount
05/20/2021	Beginning Balance	\$0.00
	3 Credit(s) This Period	\$1,414,188.74
	3 Debit(s) This Period	\$91,109.99
05/28/2021	Ending Balance	\$1,323,078.75

Deposits

Date	Description	Amount
05/27/2021	DEPOSIT	\$1,320,960.75

Other Credits

Date	Description	Amount
05/20/2021	Transfer In Bank DDA	\$93,227.09
05/26/2021	XX5707 DDA CREDIT 05/25 20:29 019244 RBT CASEYS GEN S EASYSAVINGS NY	\$0.90

Other Debits

Date	Description	Amount
05/21/2021	Debit DDA	\$20.00
05/24/2021	XX5707 SIG POS PURCH 05/20 05:03 008260 CASEYS GEN STORE WATERTOWN SD	\$89.99

Checks Cleared

Check Nbr	Date	Amount
2996	05/25/2021	\$91,000.00

* Indicates skipped check number



Case 25-30002 Doc 167-1 Filed 09/17/25 Entered 09/17/25 13:36:12 Desc Exhibits 1-5 Page 34 of 56

Starion Bank

PO Box 848
Mandan, ND 58554

CRAIG DEVELOPMENT LLC

Page 3 of 4

Customer Number: 8829

Statement Ending 05/28/2021**ND STAR CHECKING- 8829 (continued)****Daily Balances**

Date	Amount	Date	Amount	Date	Amount
05/20/2021	\$93,227.09	05/24/2021	\$93,117.10	05/26/2021	\$2,118.00
05/21/2021	\$93,207.09	05/25/2021	\$2,117.10	05/27/2021	\$1,323,078.75

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

ISN:	Date: 05/27/2021
1767	Start Time: 4:49:27 PM
Branch: 60	Amount: 1,320,960.75
Teller: 2503	Account Number: 3829
	DDA Credit
	Deposit
Comments:	
RT: 1	TC: 9

\$1,320,960.75 5/27/2021

SIMPLIFIED IMPROVEMENT PROFESSIONALS		2996
2731 12TH AVE S FARGO, ND 58103		STARION FINANCIAL FARGO, NORTH DAKOTA 58104 77-1076-413
PAY TO THE ORDER OF <u>Jesse Craig</u>		5-20-2021
<u>Ninetyone thousand dollars</u>		\$ 91,000.00
NEW 204 MEXICO		DOLLARS

2996 \$91,000.00 5/25/2021

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,652,500.00	06-22-2021	12-15-2024	41258	JR		***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: MULINDA SUE CRAIG (SSN: [REDACTED])
1405 1ST AVEN
FARGO, ND 58102

Lender: Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540

EXHIBIT**3-A****Principal Amount:** \$1,652,500.00**Interest Rate:** 4.350%**Date of Note:** June 22, 2021

PROMISE TO PAY. MULINDA SUE CRAIG ("Borrower") promises to pay to Red River State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Six Hundred Fifty-two Thousand Five Hundred & 00/100 Dollars (\$1,652,500.00), together with interest on the unpaid principal balance from June 22, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.350% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 4 payments of \$449,112.37 each payment. Borrower's first payment is due December 15, 2021, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on December 15, 2024, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Any accrued interest not paid when due is added to principal and thereafter will accrue interest as principal.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 2:00 PM CST on a business day, Lender will credit Borrower's payment on the next business day.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Red River State Bank, PO Box 25 Halstad, MN 56548.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$7.28, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents; or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Note or the related documents in connection with the obtaining of the loan evidenced by this Note or any security document directly or indirectly securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

RRSB-Mulinda 04530

Loan No: 41258

PROMISSORY NOTE
(Continued)

Page 2

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the related documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Minnesota.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Polk County, State of Minnesota.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$28.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by

(A) a Commercial Security Agreement dated June 22, 2021 made and executed between PARKSIDE PLACE, LLC and GENERATIONS ON 1ST, LLC and Lender on collateral described as As security for the payment of the indebtedness and all other indebtedness, obligations and liabilities of the Debtor to Creditor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"). Debtor assigns, transfers, pledges, hypothecates and grants to Creditor, its successors and assigns, a first priority security interest (the "security interest") in all Debtor's assets, including without limitation, all equipment, inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings and all other personal property together with all other accessories, accessions, attachments and appurtenances, appertaining to attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, Borrower grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by Borrower and financed by Lender on or about the date of the loan or filing date thereafter (collectively the "collateral")

(B) a Commercial Security Agreement dated May 25, 2021 made and executed between PARKSIDE PLACE, LLC and GENERATIONS ON 1ST, LLC and Lender on collateral described as As security for the payment of the indebtedness and all other indebtedness, obligations and liabilities of the Debtor to Creditor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"). Debtor assigns, transfers, pledges, hypothecates and grants to Creditor, its successors and assigns, a first priority security interest (the "security interest") in all Debtor's assets, including without limitation, all equipment, inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings and all other personal property together with all other accessories, accessions, attachments and appurtenances, appertaining to attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, Borrower grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by Borrower and financed by Lender on or about the date of the loan or filing date thereafter (collectively the "collateral")

(C) a Commercial Security Agreement dated April 26, 2021 made and executed between PARKSIDE PLACE, LLC and GENERATIONS ON 1ST, LLC and Lender on collateral described as As security for the payment of the indebtedness and all other indebtedness, obligations and liabilities of the Debtor to Creditor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"). Debtor assigns, transfers, pledges, hypothecates and grants to Creditor, its successors and assigns, a first priority security interest (the "security interest") in all Debtor's assets, including without limitation, all equipment, inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings and all other personal property together with all other accessories, accessions, attachments and appurtenances, appertaining to attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, Borrower grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by Borrower and financed by Lender on or about the date of the loan or filing date thereafter (collectively the "collateral").

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

RRSB-Mulinda 04531

PROMISSORY NOTE

Loan No: 41258

(Continued)

Page 3

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Red River State Bank PO Box 25 Halstad, MN 56548.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. In addition, Lender shall have all the rights and remedies provided in the related documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

SECTION DISCLOSURE. To the extent not preempted by federal law, this loan is made under Minnesota Statutes, Section 47.59.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

x 
MULINDA SUE CRAIG

LENDER:

RED RIVER STATE BANK

x 
MARTIN PETERSON, Loan Officer

Borrower:	MULINDA SUE CRAIG (SSN: [REDACTED]) 1405 1ST AVE N FARGO, ND 58102	Lender:	Red River State Bank Fertile 114 N Mill St PO Box 98 Fertile, MN 56540
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RRSB Mulinda 04405


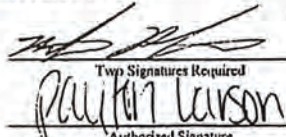
UNETexchange Item Summary

ECE Institution ISN: 8550140269

UNETexchange

EXHIBIT




3-C




 RED RIVER STATE BANK PO Box 25 • Hatfield, MN • 56548 • (218) 456-2187 PO Box 98 • Fertile, MN • 56540 • (218) 945-6171		CASHIER'S CHECK Notice to Customer: If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification. MIIP June 22, 2021		201075 \$246,257.01	
Purchaser: GENERATIONS DRAW #9		Two Hundred Forty Six Thousand Two Hundred Fifty Seven Dollars And 01/100*****			
PAY TO THE ORDER OF: CRAIG DEVELOPMENT		 Two Signatures Required Authorized Signature		201075 5199 2130	
ECCLIND 291378693 2106224516		FARGO NC TH DAKOTA FIRST COMMUN Y CREDIT UNION DEPOSITED TO THE ACCOUNT OF AMLO PROCEEDS OF THIS CHECK ENDORSEMENT GUARANTEED DEPOSIT			

UNETexchange Item Summary

ECE Institution ISN: 8550140268

UNETexchange ISN: 210622938896177




 <p>RED RIVER STATE BANK PO Box 25 • Halstad, MN • 56548 • (218) 456-2187 PO Box 98 • Fertile, MN • 56540 • (218) 945-4171</p>		CASHIER'S CHECK <small>Notice to Customer: If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.</small> MHP June 22, 2021		201076	
Purchaser: GENERATIONS DRAW #9				\$246,257.01	
Two Hundred Forty Six Thousand Two Hundred Fifty Seven Dollars And 01/100*****					
PAY TO THE ORDER OF: CRAIG DEVELOPMENT		 Two Signatures Required			
		 Authorized Signature			
⑈ 201076⑈ ⑆		5199⑆		2130⑈	

 <p>⑈ 201076⑈ ⑆ 5199⑆ 2130⑈</p>		ENDORSE HERE X  ENDORSEMENT PROCEEDS FROM DEPOSITED TO OR  ACCOUNT NUMBER FIRST COMMUNIT FARGO NOR CREDIT UNION DARTON	
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UNETexchange Item Summary

ECE Institution ISN: 8550140271

UNETexchange ISN: 210622938896180

 RED RIVER STATE BANK PO Box 25 • Habel, MN • 56548 • (218) 256-2187 PO Box 98 • Fertile, MN • 56540 • (218) 245-6171	CASHIER'S CHECK <small>Notice to Customer: If this check is lost, destroyed or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.</small> MHP June 22, 2021	201072 \$218,658.18
Purchaser: PARKSIDE DRAW #11 Two Hundred Eighteen Thousand Six Hundred Fifty Eight Dollars And 18/100*****		
PAY TO THE ORDER OF CRAIG DEVELOPMENT	 Two Signatures Required  Authorized Signature	
⑈ 201072 ⑈ 5199⑈ 2130⑈		

ENDORSE HERE	
<input checked="" type="checkbox"/> DEPOSIT	<input type="checkbox"/> ENDORSEMENT GUARANTEED
PROCEEDS FROM THIS CHECK	
DEPOSITED TO THE ACCOUNT	
OF CRAIG DEVELOPMENT	
IN THE ACCOUNT WITH	
FIRST COMMON CREDIT UNION	
FARGO, ND	
TH DAKOTA	

UNETexchange Item Summary

ECE Institution ISN: 8550140270

UNETexchange ISN: 210622938896179

RED RIVER STATE BANK
PO Box 25 • Halstad, MN • 56548 • (218) 456-2187
PO Box 98 • Fertile, MN • 56540 • (218) 345-6171

CASHIER'S CHECK
Notice to Customer:
If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.
MHP June 22, 2021

201073
\$218,658.17

Purchaser:
PARKSIDE DRAW #11
Two Hundred Eighteen Thousand Six Hundred Fifty Eight Dollars And 17/100*****

PAY TO THE ORDER OF: CRAIG DEVELOPMENT

Two Signatures Required
Paula Larson
Authorized Signature

⑈ 201073⑈ 5199⑈ 2130⑈

ENDORSEMENT GUARANTEED
PROCEEDS FROM THIS CHECK
DEPOSITED TO THE ACCOUNT
OF: *Paula Larson*
ACCOUNT NUMBER: *123456789*
FIRST COMMUNITY BANK
FARGO, NORTH DAKOTA

Paula Larson
11/1/2024

UNETexchange Item Summary

ECE Institution ISN: 8550140266

UNETexchange ISN: 210622938896175

RED RIVER STATE BANK		CASHIER'S CHECK	
PO Box 25 • Hatfield, MN • 56548 • (218) 456-2187 PO Box 98 • Ferris, MN • 56540 • (218) 945-6171		Notice to Customer If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on this check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.	
Purchaser: GENERATIONS DRAW #9		201074 \$230,000.00	
Two Hundred Thirty Thousand Dollars And 00/100*****		MHP June 22, 2021	
PAY TO THE ORDER OF: CRAIG DEVELOPMENT		Two Signatures Required <i>Payton Larson</i> Authorized Signature	
⑈ 201074 ⑈ ⑈ 5199⑈		2130⑈	

ENDORSE HERE	
<input checked="" type="checkbox"/> Deposit	ENDORSEMENT GUARANTEED
<input type="checkbox"/> PROCEEDS FROM THIS CHECK	DEPOSITED TO THE ACCOUNT OF <i>Craig Development</i>
<input type="checkbox"/> NO NONCONFORMING FIRST COMMERCIAL CREDIT UNION	FARGO NORTH DAKOTA

UNETexchange Item Summary

ECE Institution ISN: 8550140267

UNETexchange ISN: 210622938896176

RED RIVER STATE BANK
PO Box 25 • Minnetonka, MN • 55345 • (218) 455-2187
PO Box 98 • Fertile, SDN • 54548 • (218) 345-6171

CASHIER'S CHECK
Notice to Customer
If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on this check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.
MHP June 22, 2021

Purchaser:
GENERATIONS DRAW #9

201077
\$246,257.01

Two Hundred Forty Six Thousand Two Hundred Fifty Seven Dollars And 01/100*****

PAY TO THE ORDER OF: CRAIG DEVELOPMENT

Two Signatures Required
Paulson Larson
Authorized Signature

Security Features: Details on back.

FEDERAL RESERVE NOTE




ENDORSE HERE
DEPOSITED TO THE ACCOUNT OF *CRAIG DEVELOPMENT*
BY *PAULSON LARSON*
FARGO NORTH DAKOTA


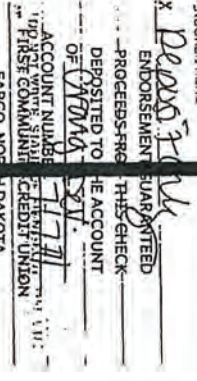
NOT GUARANTEED
FROM THIS CHECK

UNETexchange Item Summary

ECE Institution ISN: 8550140265

UNETexchange ISN: 210622938896174

 RED RIVER STATE BANK PO Box 25 • Mankato, MN • 56001 • (507) 434-2187 PO Box 98 • Fergus, MN • 56040 • (507) 945-6171	CASHIER'S CHECK <small>Notice to Customer: If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification. MHIP June 22, 2021</small>	201078 \$246,257.01
Purchaser: GENERATIONS DRAW #9 Two Hundred Forty Six Thousand Two Hundred Fifty Seven Dollars And 01/100*****		
PAY TO THE ORDER OF: CRAIG DEVELOPMENT	 Two Signatures Required  Authorized Signature	
⑈ 201078 ⑈ ⑆ 5199 ⑆		2130 ⑈

 FEDERAL RESERVE NOTE U.S. DEPARTMENT OF THE TREASURY BUREAU OF GOVERNMENT PRINTING	 ENDORSE HERE: DEPOSITED TO THE ACCOUNT OF <u>CRONK</u> ACCOUNT NUMBER <u>1177</u> FARGO NORTH DAKOTA CREDIT UNION
--	---

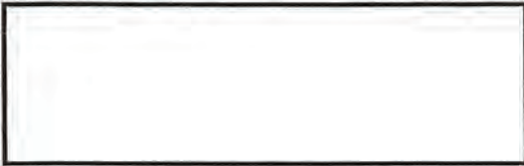
CREDIT		GENERAL LEDGER		DATE 6/22/2021	
ACCOUNT NAME		DESCRIPTION / REMARKS		APPROVED BY	
Commonwealth Loan Fees				[Signature]	
# 4/258 Mulinder Cray					
Loan Packaging Fee					
Account Number		Tran Code		AMOUNT	
7030		\$		155.61	
⑈5000000005⑈					

200517030 6/22/2021 \$155.61
020102000070 TC 0



FP TRANSACTION 06-22-21 13:35:11 MEMBER 1711CR 1 1516
 FOR CRAIG DEVELOPMENT, LLC AS ellie
 DEPOSIT OF 437316.35 1711-2 SMALL BUSINESS CHECKING
 PREV BAL 368.64 NEW BAL 437684.99
 REDRIVERSTBNK CASHCHK#201072, 201073
 RECEIVED 437316.35 IN 2 CHECKS
 218658.17 218658.18

Member Signature



FP TRANSACTION 06-22-21 13:32:12 MEMBER 1711CR 1 1516
 FOR CRAIG DEVELOPMENT, LLC AS ellie
 DEPOSIT OF 1215028.04 1711-2 SMALL BUSINESS CHECKING
 PREV BAL 368.64 NEW BAL 1215396.68
 REDRIVERSTBNK CASHCHK#201077,201075, 201076, 201078, 201074
 RECEIVED 1215028.04 IN 5 CHECKS
 246257.01 230000.00 246257.01
 246257.01 246257.01

Member Signature



CASHIER'S CHECK - CUSTOMER COPY

201077 \$246,257.01

June 22, 2021

NON NEGOTIABLE

AT & T BANK, N.A.

IF YOU LOSE THIS CHECK, YOU MUST REPORT IT TO THE BANK IMMEDIATELY. IF YOU DO NOT, YOU MAY BE RESPONSIBLE FOR ANY LOSS.

CASHIER'S CHECK - CUSTOMER COPY

201074 \$230,000.00

June 22, 2021

NON NEGOTIABLE

AT & T BANK, N.A.

IF YOU LOSE THIS CHECK, YOU MUST REPORT IT TO THE BANK IMMEDIATELY. IF YOU DO NOT, YOU MAY BE RESPONSIBLE FOR ANY LOSS.

CASHIER'S CHECK - CUSTOMER COPY

201074 \$24

June 22, 2021

NON NEGOTIABLE

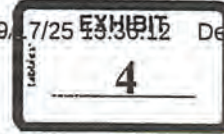
AT & T BANK, N.A.

IF YOU LOSE THIS CHECK, YOU MUST REPORT IT TO THE BANK IMMEDIATELY. IF YOU DO NOT, YOU MAY BE RESPONSIBLE FOR ANY LOSS.

INQUIRY STATEMENT

PAGE 1

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10937 MULINDA SUE CRAIG
1405 1ST AVE N
FARGO ND 58102

LOAN #	41206	COLL DESC A MORTGAGE	OORIG BAL	1,477,500.00	ORIG DATE	4/26/2021	ORIG DISC	0.00	RENEW BAL	0.00
		RENEW DATE	TMS EXT	0	LAST MATY	5/31/2023	RATE	.06500	TYPE CODE	3
		APR OFF	CBA	COLL CODE	FM					
DATE	TC1	AMOUNT	TC2	AMOUNT	POST DATE	DESCRIPTION	BALANCE			
04/26/2021	34	1,477,500.00	0	0.00	04/27/2021		1,477,500.00			
12/13/2021	46	561,822.51	0	0.00			915,677.49			
12/09/2022	92	915,677.49	84	80,071.23		NON-ACCRUAL	0.00			
12/09/2022	366	915,677.49	380	80,071.23		NON-ACCRUAL	915,677.49			
12/27/2022	94	9,999.99	0	0.00			915,677.49			
04/17/2023	392	22,053.82	0	0.00		GO1st Term	893,623.67			
06/12/2023	94	9,999.99	0	0.00			893,623.67			
06/26/2023	94	9,999.99	0	0.00			893,623.67			
12/29/2023	392	400,000.00	0	0.00		NON-ACCRUAL	493,623.67			
12/29/2023	966	400,000.00	0	0.00		CHARGE-OFF	893,623.67			
12/29/2023	392	300,000.00	0	0.00		CHARGE DOWN	593,623.67			
12/29/2023	966	300,000.00	0	0.00	02/09/2024	CHARGE DOWN	893,623.67			

Principal: 1,477,500.00
Interest: 0.00

Min: 0.00
Max: 1,477,500.00

RRSB Mulinda 05731

INQUIRY STATEMENT

PAGE 1

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10937 MULINDA SUE CRAIG
1405 1ST AVE N
FARGO ND 58102

LOAN #	41240	COLL DESC A	MORTGAGE	OORIG BAL	1,321,100.00	ORIG DATE	5/27/2021	ORIG DISC	0.00	RENEW BAL	0.00
		RENEW DATE		TMS EXT	0	LAST MATY	5/31/2023	RATE	.06500	TYPE CODE	J
		APR OFF	CBA	COLL CODE	FM						

DATE	TC1	AMOUNT	TC2	AMOUNT	POST DATE	DESCRIPTION	BALANCE
05/27/2021	34	1,321,100.00	0	0.00			1,321,100.00
12/09/2022	92	1,321,100.00	84	88,327.31		NON-ACCRUAL	0.00
12/09/2022	366	1,321,100.00	380	88,327.31		NON-ACCRUAL	1,321,100.00
12/27/2022	94	9,999.99	0	0.00			1,321,100.00
06/12/2023	94	9,999.99	0	0.00			1,321,100.00
06/26/2023	94	9,999.99	0	0.00			1,321,100.00
12/29/2023	392	400,000.00	0	0.00		NON-ACCRUAL	921,100.00
12/29/2023	966	400,000.00	0	0.00		CHARGE-OFF	1,321,100.00
12/29/2023	392	300,000.00	0	0.00		CHARGE DOWN	1,021,100.00
12/29/2023	966	300,000.00	0	0.00	02/09/2024	CHARGE DOWN	1,321,100.00

Principal:	1,321,100.00	Min:	0.00
Interest:	0.00	Max:	1,321,100.00

RRSB Mulinda 05732

INQUIRY STATEMENT

PAGE 1

10937 MULINDA SUE CRAIG
1405 1ST AVE N
FARGO ND 58102

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LOAN #	41258	COLL DESC A MORTGAGE	OORIG BAL	1,652,500.00	ORIG DATE	6/22/2021	ORIG DISC	0.00	RENEW BAL	0.00
	RENEW DATE	TMS EXT	0	LAST MATY	5/31/2023	RATE	.06500	TYPE CODE	3	
	APR OFF	CBA	COLL CODE	FM						
DATE	TC1	AMOUNT	TC2	AMOUNT	POST DATE	DESCRIPTION	BALANCE			
06/22/2021	34	1,652,500.00	0	0.00			1,652,500.00			
12/09/2022	92	1,652,500.00	84	105,363.86		NON-ACCRUAL	0.00			
12/09/2022	366	1,652,500.00	380	105,363.86		NON-ACCRUAL	1,652,500.00			
12/27/2022	94	9,999.99	0	0.00			1,652,500.00			
06/12/2023	94	9,999.99	0	0.00			1,652,500.00			
06/26/2023	94	9,999.99	0	0.00			1,652,500.00			
12/29/2023	392	400,000.00	0	0.00		NON-ACCRUAL	1,252,500.00			
12/29/2023	966	400,000.00	0	0.00		CHARGE-OFF	1,652,500.00			
12/29/2023	392	300,000.00	0	0.00			1,352,500.00			
12/29/2023	966	300,000.00	0	0.00	02/09/2024		1,652,500.00			
Principal:		1,652,500.00	Min:		0.00					
Interest:		0.00	Max:		1,652,500.00					

RRSB Mulinda 05733

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EXHIBIT
5

First Mulinda Note: Payments Applied and Interest + Late Fees Accrual						Interest Rate (per annum)	Origination Interest Rate 4.350%	Post-Forbearance Interest Rate 6.500%					
Date	Transaction Description	TRANSACTION TYPE AND AMOUNT				INTEREST CALCULATION				RUNNING BALANCE			
		Advance/Charge (+)	Payment (-) Total	Interest Pmt.	Principal Pmt.	Per Diem	# of Days	Accrued Interest	Principal Pmt.	Interest	Principal	Late Fees	TOTAL
4/26/2021	Opening Advance	\$ 1,477,500.00	\$ -	\$ -	\$ -	\$ 176.09	0	\$ -		\$ -	\$ 1,477,500.00	\$ -	
12/13/2021	Interest Calculation					\$ 176.09	231	\$ 40,675.78		\$ 40,675.78	\$ 1,477,500.00	\$ -	
12/13/2021	Payment pursuant to the Parkside Note		\$ (561,822.51)	\$ -	\$ (561,822.51)	Principal Payment:		\$ -	\$ (561,822.51)	\$ 40,675.78	\$ 915,677.49	\$ -	
12/27/2022	Late Fee Added	\$ 9,999.99	\$ -	\$ -	\$ -						\$ 915,677.49	\$ 9,999.99	
3/16/2023	Interest Calculation					\$ 109.13	458	\$ 49,980.94		\$ 90,656.72	\$ 915,677.49	\$ 9,999.99	
3/16/2023 Interest Rate Changed pursuant to Forbearance Agreement						Pre-Forbearance Totals:				\$ 90,656.72	\$ 915,677.49	\$ 9,999.99	\$ 1,016,334.20
4/17/2023	Interest Calculation					\$ 163.07	32	\$ 5,218.11		\$ 95,874.82	\$ 915,677.49	\$ 9,999.99	
4/17/2023	Payment pursuant to the Eighth Generations Note		\$ (22,053.82)	\$ -	\$ (22,053.82)	Principal Payment:		\$ -	\$ (22,053.82)	\$ 95,874.82	\$ 893,623.67	\$ 9,999.99	
6/12/2023	Late Fee Added	\$ 9,999.99	\$ -	\$ -	\$ -						\$ 893,623.67	\$ 19,999.98	
6/26/2023	Late Fee Added	\$ 9,999.99	\$ -	\$ -	\$ -						\$ 893,623.67	\$ 29,999.97	
1/8/2025 BANKRUPTCY PETITIONS FILED						\$ 150.14	630	\$ 100,257.23		\$ 106,132.05	\$ 893,623.67	\$ 29,999.87	\$ 1,119,755.69

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Exhibits 1-5 Page 55 of 56

Second Mulinda Note: Interest and Late Fees Accrual								Interest Rate (per annum)	Origination Interest Rate	Forbearance Interest Rate
INTEREST CALCULATION				RUNNING BALANCE					4.350%	6.50%
Date	Per Diem	# of Days	Accrued Interest	Interest	Principal	Late Fees	TOTAL	Transaction Description		
5/27/2021			\$ -	\$ -	\$ 1,321,100.00	\$ -		Opening Advance		
12/15/2021	\$ 157.45	202	\$ 31,804.13	\$ 31,804.13	\$ 1,321,100.00			Modification Agreement - Maturity Extension 12/31/2022		
12/27/2022	\$ 157.45	377	\$ 59,357.20	\$ 91,161.33	\$ 1,321,100.00	\$ 9,999.99		Late Fee Assessed		
3/16/2023	\$ 157.45	79	\$ 12,438.25	\$ 103,599.58	\$ 1,321,100.00	\$ 9,999.99		Interest Rate Change pursuant to Forbearance Agreement		
6/12/2023	\$ 235.26	167	\$ 39,289.15	\$ 130,450.48	\$ 1,321,100.00	\$ 19,999.98		Late Fee Assessed		
6/26/2023	\$ 235.26	102	\$ 23,996.97	\$ 127,596.54	\$ 1,321,100.00	\$ 29,999.97		Late Fee Assessed		
1/6/2025	\$ 235.26	560	\$ 131,748.05	\$ 259,344.60	\$ 1,321,100.00	\$ 29,999.97	\$ 1,610,444.57	BANKRUPTCY PETITIONS FILED		

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Exhibits 1-5 Page 56 of 56

Third Mulinda Note: Interest and Late Fee Accrual							Interest Rate (per annum)	Origination Interest Rate	Forbearance Interest Rate
								4.350%	6.50%
Date	INTEREST CALCULATION			RUNNING BALANCE				Transaction Description	
	Per Diem	# of Days	Accrued Interest	Interest	Principal	Late Fees	TOTAL		
6/22/2021			\$ -	\$ -	\$ 1,652,500.00	\$ -		Opening Advance	
12/15/2021	\$ 196.94	176	\$ 34,661.75	\$ 34,661.75	\$ 1,652,500.00	\$ -		Modification Agreement - Maturity Extension 12/31/2022	
12/27/2022	\$ 196.94	377	\$ 74,247.05	\$ 108,908.80	\$ 1,652,500.00	\$ 9,999.99		Late Fee Assessed	
3/16/2023	\$ 196.94	79	\$ 15,558.40	\$ 124,467.21	\$ 1,652,500.00	\$ 9,999.99		Interest Rate Change pursuant to Forbearance Agreement	
6/12/2023	\$ 294.28	167	\$ 49,144.90	\$ 158,053.70	\$ 1,652,500.00	\$ 19,999.98		Late Fee Assessed	
6/26/2023	\$ 294.28	102	\$ 30,016.64	\$ 154,483.85	\$ 1,652,500.00	\$ 29,999.97		Late Fee Assessed	
1/6/2025	\$ 294.28	560	\$ 164,797.26	\$ 319,281.11	\$ 1,652,500.00	\$ 29,999.97	\$ 2,001,781.08	BANKRUPTCY PETITIONS FILED	

Fill in this information to identify the case:

Debtor 1 Generations on 1st LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: District of North Dakota ▼

Case number 25-30002

Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Red River State Bank</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>Caren W. Stanley, Vogel Law Firm</u> <small>Name</small> <u>PO Box 1389</u> <small>Number Street</small> <u>Fargo</u> <u>ND</u> <small>City State ZIP Code</small> Contact phone <u>701-237-6983</u> Contact email <u>cstanley@vogellaw.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <small>Name</small> _____ <small>Number Street</small> _____ <small>City State ZIP Code</small> _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>01</u> <div style="text-align: right;">Filed on <u>01/10/2025</u> <small>MM / DD / YYYY</small></div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? <u>RRSB</u>	

EXHIBIT 18
 WIT: J. Craig
 DATE: 9-23-25
 Deanna L. Sager

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 13,798,334.43. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Money Loaned (See Attachment)

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: All personal property including rents
Basis for perfection: SD & ND UCC Fin Stmt, Mortgages, Assignment of Rents
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
 Value of property: \$ _____
 Amount of the claim that is secured: \$ _____
 Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
 Amount necessary to cure any default as of the date of the petition: \$ _____
 Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/22/2025
MM / DD / YYYY

/s/ Charles Aarestad

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Charles Aarestad</u>		
	First name	Middle name	Last name
Title	<u>Vice President</u>		
Company	<u>Red River State Bank</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>300 2nd Ave W</u>		
	Number	Street	
	<u>Halstad</u>	MN	<u>56548</u>
	City	State	ZIP Code
Contact phone	<u>218-456-2187</u>	Email	<u>charles.aarestad@redriverbank.com</u>

AMENDED ATTACHMENT TO PROOF OF CLAIM

In accordance with Federal Rule of Bankruptcy Procedure 3001(c)(1), Red River State Bank ("RRSB") attached the following promissory notes (collectively, the "Generations Notes") and other supporting documentation to its original proof of claim filed on January 10, 2025 (the "Original POC"):

- a. Promissory Note dated March 15, 2021 in the original principal sum of \$1,565,200.00 ("First Generations Note") (See Exhibit A to the Original POC).
- b. Promissory Note dated September 14, 2021 in the original principal sum of \$2,976,430.98 ("Second Generations Note") (See Exhibit B to the Original POC).
- c. Promissory Note dated October 14, 2021 in the original principal sum of \$1,094,025.15 ("Third Generations Note") (See Exhibit C to the Original POC).
- d. Promissory Note dated November 9, 2021 in the original principal sum of \$424,259.84 ("Fourth Generations Note") (See Exhibit D to the Original POC).
- e. Promissory Note dated December 8, 2021 in the original principal sum of \$843,168.59 ("Fifth Generations Note") (See Exhibit E to the Original POC).
- f. Promissory Note dated January 5, 2022 in the original principal sum of \$653,729.65 ("Sixth Generations Note") (See Exhibit F to the Original POC).
- g. Promissory Note dated February 3, 2022 in the original principal sum of \$274,043.60 ("Seventh Generations Note") (See Exhibit G to the Original POC).
- h. Promissory Note dated April 17, 2023 in the original principal sum of \$8,100,000.00 ("Eighth Generations Note") (See Exhibit H to the Original POC).
- i. Promissory Note dated April 17, 2023 in the original principal sum of \$561,365.10 ("Ninth Generations Note") (See Exhibit I to the Original POC).

Additionally, Mulinda Craig executed and delivered the following promissory notes to RRSB (collectively, the "Mulinda Notes"):

- a. Promissory Note dated April 26, 2021 in the original principal sum of \$1,477,500.00 ("First Mulinda Note") (See Exhibit J to the Original POC).
- b. Promissory Note dated May 27, 2021 in the principal sum of \$1,321,100.00 ("Second Mulinda Note") (See Exhibit K to the Original POC).
- c. Promissory Note dated June 22, 2021 in the principal sum of \$1,652,500.00 ("Third Mulinda Note") (See Exhibit L to the Original POC).

The Mulinda Notes were modified to, among other things, revise the payment schedule and reaffirm and/or modify the maturity date to December 15, 2022 pursuant to three (3) Modification Agreements dated December 15, 2021 (collectively, the "Mulinda Modification").

Agreements") (See Exhibit M to the Original POC). Pursuant to a Forbearance Agreement dated February 17, 2023 (the "Forbearance Agreement") by and between RRSB and Debtor, Mulinda Craig, and Jesse Craig, among others, the maturity date of the Mulinda Notes and the Generations Notes (with the sole exception of the Eighth Generations Note) was further extended to May 31, 2023. (See Exhibit N to the Original POC)

In accordance with Rule 3001(d), RRSB attached the following evidence related to its security interests to the Original POC:

As security for repayment of all of the indebtedness due RRSB on the Generations Notes and the Mulinda Notes, Debtor made in favor of, executed, and delivered to RRSB Commercial Security Agreements contemporaneous to the execution of each of the Generations Notes and the Mulinda Notes (collectively, the "Security Agreements") (See Exhibit O to the Original POC). An excerpt of the Security Agreements, setting forth RRSB's personal property collateral is reproduced below:

As security for the payment of the indebtedness and all other indebtedness, obligations and liabilities of the Debtor to Creditor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"), Debtor assigns, transfers, pledges, hypothecates and grants to Creditor, its successors and assigns, a first priority security interest (the "security interest") in all Debtor's assets, including without limitation, all equipment, inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings and all other personal property together with all other accessories, accessions, attachments and appurtenances, appertaining to attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, Borrower grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by Borrower and financed by Lender on or about the date of the loan or filing date thereafter (collectively the "collateral")

RRSB perfected its security interest in the above-described personal property assets by virtue of filing UCC financing statements with the North Dakota Secretary of State and the South Dakota Secretary of State. (See Exhibit P to the Original POC).

As additional security for repayment of the indebtedness due RRSB, Debtor made in favor of, executed, and delivered to RRSB various mortgages upon the following-described real property located in Codington County, State of South Dakota, to wit:

Parcel I:

Lot 1 of Ohtness' Subdivision of Lots 12, 13, and 14 in Block 17 of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Parcel II:

Lot 2 of Ohtness' Subdivision of Lots 12, 13 and 14 in Block 17 of Watertown, AND the North 30 feet of the East 70 feet of Lot 11 in Block 17 of Watertown (commonly referred to as being in the original Plat), Codington County, South Dakota, according to the recorded plat thereof.

Parcel III:

Lot 3 of Ohtness' Subdivision of Lots 12, 13, and 14 in Block 17 of Watertown (commonly referred to as being the Original Plat), Codington County, South Dakota, according to the recorded plat thereof.

Parcel IV:

Lot 4 of Ohtness' Subdivision of Lots 12, 13, and 14 in Block 17 of Watertown (commonly referred to as being the Original Plat), Codington County, South Dakota, according to the recorded plat thereof.

Parcel V:

Lot 11, except the North 30 Feet of the East 70 Feet thereof, in Block 17, of the plat Entitled: "Watertown" Codington County, South Dakota, according to the recorded plat thereof

The Real Property or its address is commonly known as 26 1st Ave SW, Watertown, SD 57201. The Real Property tax identification number is 9582, 9583, 9580.

The real property identified above was later replatted pursuant to a plat recorded in Book OP Plat on Page 924 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on August 27, 2021 at 1:26 p.m. with the following new legal description:

Generations on 1st Addition to the City of Watertown, Codington County, South Dakota according to the recorded plat thereof.

Street Address: 26 1st Ave SW, Watertown, SD 57201

Tax ID: 9580

(hereinafter the "Generations Real Property").

On or about March 15, 2021, as security for all of the indebtedness due RRSB with respect to the Generations Notes up to the sum of \$8,340,000.00, Debtor made in favor of, executed, and delivered to RRSB a Construction Mortgage - One Hundred Eighty Day Redemption (the "First RRSB Mortgage") upon the Generations Real Property.

The First RRSB Mortgage was properly executed, acknowledged, and recorded in Book 990 on Page 7262 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on August 3, 2021 at 10:09 a.m. (See Exhibit Q to the Original POC).

RRSB also holds the following additional mortgages with respect to the Generations Real Property that remain of record:

- a. Mortgage – 180 Day Redemption dated July 6, 2020 and recorded in Book 990 on page 4387 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on July 8, 2020 (the "First Craig Holdings/RRSB Mortgage"). Said

- mortgage references only Parcel II of the prior legal description for the Generations Real Property.
- b. Mortgage – 180 Day Redemption dated July 30, 2020 and recorded in Book 990 on page 4571 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on July 31, 2020 (the “Second Craig Holdings/RRSB Mortgage”). Said mortgage references only Parcel I of the prior legal description for the Generations Real Property.
 - c. Mortgage – 180 Day Redemption dated September 30, 2020 and recorded in Book 990 on page 5036 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on October 1, 2020 (the “Third Craig Holdings/RRSB Mortgage”). Said mortgage references only Parcel V of the prior legal description for the Generations Real Property.
 - d. Construction Mortgage – 180 Day Redemption dated October 14, 2021 and recorded in Book 990 on page 7791 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on October 25, 2021 (the “Second RRSB Mortgage”).
 - e. Construction Mortgage – 180 Day Redemption dated April 17, 2023 and recorded in Book 992 on page 142 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on May 5, 2023 (the “Third RRSB Mortgage”).

RRSB and the Watertown Development Corporation (“WDC”) entered into a Subordination Agreement dated April 7, 2021 with respect to the priority of their respective mortgages on the Generations Real Property (“Subordination Agreement”). Pursuant to the Subordination Agreement, the First RRSB Mortgage has priority over three (3) mortgages held by WDC. (See Exhibit R to the Original POC).

On or about April 17, 2023, as security for all of the indebtedness due RRSB, Debtor made in favor of, executed, and delivered to RRSB an Assignment of Rents (the “RRSB AOR”) with respect to the Generations Real Property. The RRSB AOR was properly executed, acknowledged, and recorded in Book 992 on Page 143 in the office of the Register of Deeds of Codington County, South Dakota, having been recorded on May 5, 2023 at 10:12 a.m. (See Exhibit S to the Original POC).

RRSB began enforcement of its assignment of rents set forth in both the Parkside Mortgage and the Generations AOR in February 2024 by sending notice to Debtor and to all of the known tenants of the Generations Real Property. A receiver was appointed on or about October 1, 2024 to take possession of the rents and manage the Generations Real Property. (See Exhibit T to the Original POC).

As of the Petition Date, the receiver held rents from the Generations Real Property in the sum of \$211,201.59 (the “Generations Prepetition Rents”). The Generations Prepetition Rents held by the receiver are not property of the bankruptcy estate under 11 USC § 541(a)(6) because the Generations AOR was enforced prepetition as an absolute assignment.

Indebtedness:

The following affidavits explain the loan history in more detail, and they are hereby incorporated by reference here:

- The Affidavit of Charles Aarestad re the Eighth Generations Note filed on September 16, 2025 [ECF No. 165]. As explained therein, on April 17, 2023, the proceeds of the Eighth Generations Note were used to refinance and payoff all outstanding principal of Generations Notes 1-7. Id. at ¶ 13.
- The Affidavit of Charles Aarestad re Generations Notes Nos. 1-7 & No. 9 filed on September 16, 2025 [ECF No. 166]. As explained therein, on April 17, 2023, all accrued unpaid interest on Generations Notes 1-7 was refinanced and paid off by the Ninth Generations Note. Id. ¶ 45.
- The Affidavit of Charles Aarestad re the Mulinda Notes filed on September 17, 2025 [ECF No. 167].

As of January 6, 2025, the outstanding balance of :

NOTE	BALANCE	PER DIEM INTEREST
First Generations Note	\$0	\$0.00
Second Generations Note	\$0	\$0.00
Third Generations Note	\$0	\$0.00
Fourth Generations Note	\$0	\$0.00
Fifth Generations Note	\$0	\$0.00
Sixth Generations Note	\$0	\$0.00
Seventh Generations Note	\$0	\$0.00
Eighth Generations Note	\$8,485,609.34	\$1,482.16
Ninth Generations Note	\$580,743.73	\$30.76
GENERATIONS NOTES TOTAL:	0	
	0	
First Mulinda Note	\$1,119,755.69	\$159.14
Second Mulinda Note	\$1,610,444.59	\$235.26
Third Mulinda Note	\$2,001,781.08	\$294.28
MULINDA NOTES TOTAL:	0	
	0	
Total due under the Generations Notes and the Mulinda Notes together with interest accruing from and after January 6, 2025, excluding* costs and attorneys fees incurred:	<u>\$13,798,334.43</u>	\$2,201.60 per day

*The Debtor is also obligated to RRSB for all attorneys' fees and costs incurred by RRSB in collecting on the debt due and owing under the Generations Notes and the Mulinda Notes.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

In Re:	Bankruptcy No.: 25-30002
Generations on 1 st , LLC, Debtor, Jointly Administered.	Chapter 11
Parkside Place, LLC, Debtor, Jointly Administered.	Bankruptcy No.: 25-30003
	Chapter 11

**AFFIDAVIT OF CHARLES AARESTAD
RE: EIGHTH GENERATIONS NOTE**

STATE OF MINNESOTA)
) SS
COUNTY OF NORMAN)

I, Charles Aarestad, hereby state and declare as follows:

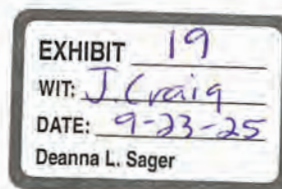
1. I am a Senior Vice President at Red River State Bank ("RRSB" or "Creditor").

I have held my current position since 2011.

2. I hold a Bachelor's Degree in Agricultural Economics from North Dakota State University. I have also attended the Graduate School of Banking at the University of Wisconsin-Madison.

3. I am personally familiar with the loan history between RRSB and Generations on 1st (the "Debtor" or "Generations").

4. I have personally reviewed bank statements, transaction receipts, deposits, and checks associated with several accounts, including without limitation:



- a. a checking account ending in -4657 at RRSB, also known as the Assignment of Rents Holding Account (the “RRSB Generations Account”);
- b. a checking account ending in -1711 at First Community Credit Union (“FCCU”) owned by Craig Development, LLC (the “FCCU Craig Development Account”);
- c. a checking account ending in -4695 at FCCU owned by Craig Properties LLC ;
- d. a checking account ending in -2258 at Starion Bank owned by non-debtor affiliate CP Business Management Inc. – Apartments (the “CP Business Account”); and
- e. a debtor-in-possession checking account ending in -8666 held by the estate at Starion Bank (the “Generations DIP Account”).

With the exception of the accounts for which RRSB is the depository institution, all of the aforementioned documents were obtained through subpoenas issued in the Debtor’s bankruptcy case.

History of the Eighth Generations Note

5. RRSB and Debtor are parties to a Forbearance Agreement dated as of February 17, 2023 (the “Forbearance Agreement”). Prior to execution of the Forbearance Agreement, RRSB made several loans that were used for the construction of an apartment building in Watertown, South Dakota known as “Generations on 1st” (the “GO1 Real Property”).

6. In connection with the forbearance, RRSB agreed to permit a total of 11 existing construction loans (the “Old Loans”) to be refinanced by Loan No. 51676, which is memorialized in that certain Promissory Note dated April 17, 2023, for the original principal

sum of \$8,100,000.00 ("Eighth Generations Note"). The maturity date of the Eighth Generations Note is December 1, 2026. A true and correct copy of the Eighth Generations Note is attached as **Exhibit A** and incorporated by reference.

7. Pursuant to the Eighth Generations Note, interest accrues on the unpaid principal balance at a rate of 6.750% per annum and the Debtor's repayment obligation was as follows:

- a. Forty-three (43) monthly consecutive principal and interest payments of \$55,830.18 from May 15, 2023 through November 15, 2026; and
- b. One (1) final principal and interest payment on December 1, 2026, comprised of all principal and accrued interest not yet paid, a sum estimated to be \$7,624,288.42 if all payments were made exactly as scheduled.

8. The Loan Disbursement Request and Authorization contemporaneously executed by Debtor ("Eighth Generations DRA"), confirms that proceeds of the Eighth Generations Note were applied to the 11 existing loans listed therein:

SPECIFIC PURPOSE. The specific purpose of this loan is: Refinance Construction Loan.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$8,100,000.00 as follows:

Amount paid on Borrower's account:	\$8,100,000.00
\$46,418.19 Payment on Loan # 40869	
\$142,789.38 Payment on Loan # 40881	
\$57,880.80 Payment on Loan # 40910	
\$1,565,200.00 Payment on Loan # 41121	
\$2,976,430.98 Payment on Loan # 51404	
\$1,094,025.15 Payment on Loan # 51425	
\$424,259.84 Payment on Loan # 51437	
\$843,168.69 Payment on Loan # 51449	
\$653,729.65 Payment on Loan # 51471	
\$274,043.60 Payment on Loan # 51488	
\$22,053.82 Payment on Loan # 41206	

Note Principal:

\$8,100,000.00

A true and correct copy of the Eighth Generations DRA is attached as **Exhibit B** and incorporated by reference, and an excerpt has been reproduced above for reference.

9. Three of the existing loans were issued by RRSB to Craig Holdings, LLC to purchase land for the GO1 Real Property (collectively, the "Lot Loans"). First, RRSB made

Loan No. 40869 (the “First Lot Loan”) to Craig Holdings LLC on July 6, 2020 to finance the purchase of a lot located at 110 1st St SW, Watertown, South Dakota. Loan proceeds in the amount of \$57,000 were remitted by RRSB to First Dakota Title – Watertown by delivery of Cashier’s Check No. 200757. True and correct copies of a Loan Disbursement Request and Authorization (a “DRA”), a Debit Ticket dated July 6, 2020, and a Cashier’s Check that confirm disbursement of the proceeds of Loan 40869 for the benefit of the Debtor are attached hereto as Exhibit C-1 and incorporated herein by reference. For ease of reference, an excerpt of the relevant portion of the DRA for the First Lot Loan is set forth below:

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE RENTAL PROPERTY 110 1ST ST SW WATERTOWN.

FLOOD INSURANCE. As reflected on Flood Map No. 48029C0338D dated 01-16-2009, for the community of Watertown, City of, some of the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender’s conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$57,000.00 as follows:

Amount paid to others on Borrower’s behalf:	\$57,000.00
\$57,000.00 to CASHIER’S CHECK TO FIRST DAKOTA TITLE – WATERTOWN	

Note Principal:	\$57,000.00
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CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$570.00
\$494.30 Loan Documentation Fee	
\$65.00 Laser Pro Loan Document Fee	
\$10.70 Credit Report	
Total Charges Paid in Cash:	\$570.00

10. RRSB made a second loan, Loan No. 40881 (the “Second Lot Loan”), to Craig Holdings LLC on July 30, 2020 to finance the purchase of a lot located at 26 1st Ave SW, Watertown, South Dakota. The original principal amount of the Second Lot Loan was \$155,150. Loan proceeds in the amount of \$154,000 were remitted to First Dakota Title – Watertown by a wire transfer. True and correct copies of the DRA and wire transfer records for the Second Lot Loan, both of which confirm disbursement of the proceeds of Loan 40881 for the benefit of the Debtor, are attached hereto as Exhibit C-2 and incorporated herein by

reference. For ease of reference, an excerpt of the relevant portion of the DRA for the Second Lot Loan is set forth below:

SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase 26 1st Ave SW Watertown SD 57201.

FLOOD INSURANCE. As reflected on Flood Map No. 46029C0338D dated 01-18-2009, for the community of WATERTOWN, CITY OF, the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$155,150.00 as follows:

Amount paid to others on Borrower's behalf:	\$154,000.00
\$154,000.00 to FIRST DAKOTA TITLE - WATERTOWN	
Total Financed Prepaid Finance Charges:	\$1,150.00
\$1,150.00 Loan Documentation Fee	
Note Principal:	\$155,150.00

11. RRSB made a third loan, Loan No. 40910 (the "Third Lot Loan"), to Craig Holdings LLC on September 30, 2020 to finance the purchase of a lot located at 114 1st St. SW, Watertown, South Dakota. The original principal amount of the Third Lot Loan was \$72,450. Loan proceeds in the amount of \$71,906.62 were remitted to First Dakota Title – Watertown. True and correct copies of a DRA and a Debit Ticket dated September 30, 2020, both of which confirm disbursement of the proceeds of Loan 40910 for the benefit of the Debtor, are attached hereto as Exhibit C-3 and incorporated herein by reference. For ease of reference, an excerpt of the relevant portion of the DRA for the Third Lot Loan is set forth below:

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE 114 1ST SW WATERTOWN SD 57201.

FLOOD INSURANCE. Some of the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$72,450.00 as follows:

Amount paid to others on Borrower's behalf:	\$71,906.62
\$71,906.62 to Wire to First Dakota Title Watertown	
Total Financed Prepaid Finance Charges:	\$543.38
\$543.38 Loan Origination Fee	
Note Principal:	\$72,450.00

12. Eight other existing loans were refinanced by the Eighth Generations Note. These loans are discussed at length in the Affidavit of Charles Aarestad Re: First through Seventh and Ninth Generations Notes and in the Affidavit of Charles Aarestad Re: Mulinda Notes.

13. To recap, on April 17, 2023, Eighth Generations Note loan proceeds totaling \$8,100,000.00 were disbursed and applied to eleven existing loans as follows:

Loan #	Total Paid to Loan Account
First Lot Loan (40869)	\$46,418.19
Second Lot Loan (40881)	\$142,789.38
Third Lot Loan (40910)	\$57,880.80
First Gen Note (41121)	\$1,565,200.00
Second Gen Note (51404)	\$2,976,430.98
Third Gen. Note (51425)	\$1,094,025.15
Fourth Gen Note (51437)	\$424,259.84
Fifth Gen Note (51449)	\$843,168.59
Sixth Gen Note (51471)	\$653,729.65
Seventh Gen Note (51488)	\$274,043.60
First Mulinda Note (41206)	\$22,053.82
TOTAL:	\$8,100,000.00

True and correct copies of a Debit Ticket dated April 17, 2023 in the sum of \$8,100,000.00, plus credit tickets dated April 17, 2023 confirming application of Eighth Generations Notes

proceeds in the aggregate amount of \$8,100,000 to eleven existing loans are attached as

Exhibit D and incorporated herein by reference.

Pre-Petition Payment History of the Eighth Generations Note

14. Prior to the filing of Debtor's Chapter 11 Petition on January 6, 2025 ("Petition Date"), eight (8) payments for the Parkside Note were received and applied to the outstanding balance of the Parkside Note as follows:

Payment No.	Payment Description	Exhibit Description	Exhibit No.
1	Payment of \$55,830.18 was received on May 15, 2023. \$41,942.47 was applied to accrued interest and \$13,887.71 was applied to principal.	CP Business Account Check No. 4160 in the amount of \$55,830.18; and RRSB Credit Ticket dated May 15, 2923, in the sum of \$55,830.18.	E-1, F & G
2	Payment of \$55,830.18 was received on June 2, 2023. \$26,916.78 was applied to accrued interest and \$28,913.40 was applied to principal.	CP Business Account Check No. 4183* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated June 2, 2023, in the sum of \$55,830.18. * Check 4183 was divided between the Eighth GO1st and Parkside Notes. See Parkside Note Aff., ¶ 14, Row 18 and Exh H-18 .	E-2, F & G
3	Payment of \$55,830.18 was received on July 10, 2023, and applied to accrued interest.	CP Business Account Check No. 4275* in the amount of \$78,355.18; RRSB Loan Credit Slip dated July 10, 2023, in the sum of \$58,830.18. * Check 4275 was divided between the Eighth GO1st and Parkside Notes. See Parkside Note Aff., ¶ 14, Row 19 and Exh. H-19 .	E-3, F & G

4	Payment of \$55,830.18 was received on August 16, 2023, and applied to accrued interest.	CP Business Account Check No. 4308* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated August 16, 2023, in the sum of \$55,830.18. * Check 4308 was divided between the Eighth GO1st and Parkside Notes. See Parkside Note Aff., ¶ 14, Row 20 and Exh. H-20 .	E-4, F & G
5	Payment of \$55,830.18 was received on September 7, 2023. \$32,872.54 was applied to accrued interest and \$22,957.64 was applied to principal.	CP Business Account Check No. 4368* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated September 7, 2023, in the sum of \$55,830.18. * Check 4368 was divided between the Eighth GO1st and Parkside Notes. See Parkside Note Aff., ¶ 14, Row 21 and Exh. H-21 .	E-5, F & G
6	Payment of \$55,830.18 was received on October 10, 2023. \$49,030.88 was applied to accrued interest and \$6,799.30 was applied to principal on May 24, 2022.	CP Business Account Check No. 4462* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated October 10, 2023, in the sum of \$55,830.18. * Check 4462 was divided between the Eighth GO1st and Parkside Note. See Parkside Note Aff., ¶ 14, Row 22 and Exh. H-22 .	E-6, F & G
7	Payment of \$55,830.18 was received on November 8, 2023. \$43,051.29 was applied to accrued interest and \$12,778.89 was applied to principal.	CP Business Account Check No. 4506* in the amount of \$78,355.18 and RRSB Loan Credit Slip dated November 7, 2023, in the sum of \$55,830.18. * Check 4506 was divided between the Eighth GO1st and Parkside Notes. See Parkside Note Aff., ¶ 14, Row 23 and Exh. H-23 .	E-7, F & G

8	Payment of \$195,262.92 was received on December 30, 2024, and applied to accrued interest.	Wire from receiver in the sum of \$195,262.92 and RRSB Checking Withdrawal Slip dated December 30, 2024, in the amount of \$195,262.92. Three (3) RRSB Loan Credit Slips, all dated December 30, 2024, and each in the sum of \$55,830.00 intended to reflect the monthly payments for Dec 2023-Feb 2024 and one (1) RRSB Loan Credit Slip dated December 30, 2024, in the sum of \$22,772.92 intended to reflect a partial payment for March 2024.	E-8, F & G
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Post-Petition Payments on the Eighth Generations Note

15. After the Petition Date, pursuant to the Stipulation(s) For Use of Cash Collateral By and Between Generations on 1st LLC, Parkside Place, LLC, and Red River State Bank (*See* ECF 44, ECF 54, ECF 69, ECF 91, ECF 140), the following cash collateral payments have been paid by the Debtor and applied to the outstanding balance of the Eighth Generations Note:

Payment No.	Payment Description	Exhibit Description	Exhibit No.
9	Payment of \$114,592.03 was received on February 4, 2025, and applied to accrued interest.	RRSB General Ledger Slip dated February 4, 2025, in the sum of \$114,592.03 and RRSB Loan Credit Slip dated February 4, 2025, in the sum of \$114,592.03. <i>See also</i> ECF 54; ¶ 5(iii).	E-9, F & G
10	Payment of \$25,000.00 was received on February 14, 2025, and applied to accrued interest.	Generations DIP Account Check No. 30009 in the amount of \$25,000.00; and RRSB Loan Credit Slip dated February 14, 2025, in the sum of \$25,000.00.	E-10, F & G
11	Payment of \$35,000.00 was received on March 7, 2025,	Generations DIP Account Check No. 30031 in the amount of \$35,000.00;	E-11, F & G

	and applied to accrued interest.	and RRSB Loan Credit Slip dated March 7, 2025, in the sum of \$35,000.00.	
12	Payment of \$10,000.00 was received on March 18, 2025, and applied to accrued interest.	Loan Credit slip dated March 18, 2025, and wire transfer from The Verstandig Law Firm, LLC Account ending in -7208 to RRSB in the sum of \$10,000.00.	E-12, F & G
13	Payment of \$35,000.00 was received on April 14, 2025, and applied to accrued interest.	Generations DIP Account Check No. 30053 in the amount of \$35,000.00; and RRSB Loan Credit Slip dated April 14, 2025, in the sum of \$35,000.00.	E-13, F & G
14	Payment of \$35,000.00 was received on May 19, 2025, and applied to accrued interest.	Generations DIP Account Check No. 30074 in the amount of \$35,000.00; and RRSB Loan Credit Slip dated May 19, 2025, in the sum of \$35,000.00.	E-14, F & G
15	Payment of \$35,000.00 was received on June 13, 2025, and applied to accrued interest.	Generations DIP Account Check No. 30100 in the amount of \$35,000.00; and RRSB Loan Credit Slip dated June 13, 2025, in the sum of \$35,000.00.	E-15, F & G
16	Payment of \$35,000.00 was received on July 14, 2025, and applied to accrued interest.	Generations DIP Account Check No. 30122 in the amount of \$35,000.00; and RRSB Loan Credit Slip dated July 14, 2025, in the sum of \$35,000.00.	E-16, F & G

No further payments have been made by the Debtor towards the outstanding balance of the Eighth Generations Note.

16. As of the Petition Date, the outstanding balance of the Eighth Generations Note was \$8,485,609.34.

17. An Inquiry Statement for the Eighth Generations Note generated by RRSB's computer system is attached as **Exhibit F** and incorporated by reference. The Inquiry Statement does not include a running balance but only identifies advances on the loan, late fees accrued, and application of payments.

18. For the convenience of the parties and the Court, a printout of an Excel spreadsheet depicting the accrual of interest and late fees pursuant to the Eighth Generations Note and the application of all payments received by RRSB for the Eighth Generations Note is attached as **Exhibit G** and incorporated by reference.

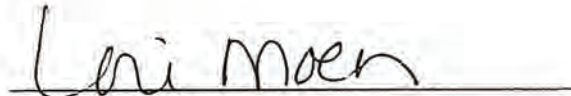
I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 16 day of September, 2025.

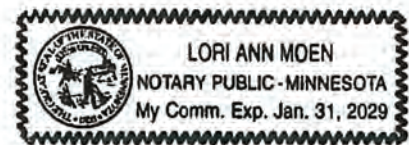


Charles Aarestad

Subscribed and sworn to before me this 16 day of September, 2025.



Notary Public



PROMISSORY NOTE

EXHIBIT

A

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Of
\$8,100,000.00	04-17-2023	12-01-2026	51676	JN		
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.						

Borrower: GENERATIONS ON 1ST, LLC (TIN: [REDACTED] 6148)
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Halstad
300 2nd Ave West
PO Box 25
Halstad, MN 56548-0025

Principal Amount: \$8,100,000.00**Date of Note: April 17, 2023**

PROMISE TO PAY. GENERATIONS ON 1ST, LLC ("Borrower") promises to pay to Red River State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Million One Hundred Thousand & 00/100 Dollars (\$8,100,000.00), together with interest on the unpaid principal balance from April 17, 2023, until paid in full.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 43 monthly consecutive principal and interest payments of \$55,830.18 each, beginning May 15, 2023, with interest calculated on the unpaid principal balances using an interest rate of 6.750% per annum; and one principal and interest payment of \$7,624,288.42 on December 1, 2026, with interest calculated on the unpaid principal balances using an interest rate of 6.750% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Any accrued interest not paid when due is added to principal and thereafter will accrue interest as principal.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

Red River State Bank
Halstad
300 2nd Ave West
PO Box 25
Halstad, MN 56548-0025

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 2:00 PM CST on a business day, Lender will credit Borrower's payment on the next business day.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Red River State Bank, PO Box 25 Halstad, MN 56548.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$7.28, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note, with the final interest rate described in this Note applying after maturity, or after maturity would have occurred had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Note or the related documents in connection with the obtaining of the loan evidenced by this Note or any security document directly or indirectly securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

RRSB GO1st 02446

**PROMISSORY NOTE
(Continued)**

Loan No: 51676

Page 2

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the related documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Minnesota.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Norman County, State of Minnesota.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$28.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by (A) a Mortgage executed by Generations on 1st, LLC in favor of Red River State Bank dated 03/15/2021 with legal description of Parcel # 9582, 9583, & 9580:

Parcel I:

Lot 1 of Ohtness' Subdivision of Lots 12, 13, and 14 in Block 17 of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Parcel II:

Lot 2 of Ohtness' Subdivision of Lots 12, 13 and 14 in Block 17 of Watertown, AND the North 30 feet of the East 70 feet of Lot 11 in Block 17 of Watertown (commonly referred to as being in the original Plat), Codington County, South Dakota, according to the recorded plat thereof.

Parcel III:

Lot 3 of Ohtness' Subdivision of Lots 12, 13, and 14 in Block 17 of Watertown (commonly referred to as being the Original Plat), Codington County, South Dakota, according to the recorded plat thereof.

Parcel IV:

Lot 4 of Ohtness' Subdivision of Lots 12, 13, and 14 in Block 17 of Watertown (commonly referred to as being the Original Plat), Codington County, South Dakota, according to the recorded plat thereof.

Parcel V:

Lot 11, except the North 30 Feet of the East 70 Feet thereof, in Block 17, of the plat Entitled: "Watertown" Codington County, South Dakota, according to the recorded plat thereof

AND

(B) a Mortgage executed by Craig Holdings, LLC in favor of Red River State Bank dated 10/14/2021 with legal description of: GENERATIONS ON 1ST ADDITION TO THE CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA

AND

(C) a Mortgage executed by Generations on 1st, LLC in favor of Red River State Bank dated 03/15/2021 with legal description of: GENERATIONS ON 1ST ADDITION TO THE CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA

AND

(D) a Mortgage executed by Generations on 1st, LLC in favor of Red River State Bank dated 04/17/2023 with legal description of: GENERATIONS ON 1ST ADDITION TO THE CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

RRSB GO1st 02447

**PROMISSORY NOTE
(Continued)**

Loan No: 51676

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SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Red River State Bank PO Box 25 Halstad, MN 56548.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. In addition, Lender shall have all the rights and remedies provided in the related documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

SECTION DISCLOSURE. To the extent not preempted by federal law, this loan is made under Minnesota Statutes, Section 47.59.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

GENERATIONS ON 1ST, LLC

By: 

JESSE ROBERT CRAIG, MANAGING MEMBER of
GENERATIONS ON 1ST, LLC

LENDER:

RED RIVER STATE BANK

X 

CHARLES AARESTAD, Executive Vice President

DISBURSEMENT REQUEST AND AUTHORIZATION

EXHIBIT

B

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Comments
\$8,100,000.00	04-17-2023	12-01-2026	51676	JN		
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or term. Any item above containing "****" has been omitted due to text length limitations.						

Borrower: GENERATIONS ON 1ST, LLC (TIN: [REDACTED] 6148)
 1405 1ST AVE N
 FARGO, ND 58102

Lender: Red River State Bank
 Halstad
 300 2nd Ave West
 PO Box 25
 Halstad, MN 56548-0025

LOAN TYPE. This is a Fixed Rate (6.750%) Nondisclosable Loan to a Limited Liability Company for \$8,100,000.00 due on December 1, 2026.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Agricultural Purposes.
- ☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: Refinance Construction Loan.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$8,100,000.00 as follows:

Amount paid on Borrower's account:	\$8,100,000.00
\$46,418.19 Payment on Loan # 40869	
\$142,789.38 Payment on Loan # 40881	
\$57,880.80 Payment on Loan # 40910	
\$1,565,200.00 Payment on Loan # 41121	
\$2,976,430.98 Payment on Loan # 51404	
\$1,094,025.15 Payment on Loan # 51425	
\$424,259.84 Payment on Loan # 51437	
\$843,168.59 Payment on Loan # 51449	
\$653,729.65 Payment on Loan # 51471	
\$274,043.60 Payment on Loan # 51488	
\$22,053.82 Payment on Loan # 41206	

Note Principal: \$8,100,000.00

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 17, 2023.

BORROWER:

GENERATIONS ON 1ST, LLC

By: 
 JESSE ROBERT CRAIG, MANAGING MEMBER of
 GENERATIONS ON 1ST, LLC

DISBURSEMENT REQUEST AND AUTHORIZATION

EXHIBIT

C-1

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account
\$57,000.00	07-06-2020	07-15-2025	40869	JN	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Craig Holdings LLC (TIN: [REDACTED] 3536)
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540

LOAN TYPE. This is a Fixed Rate (4.500%) Nondisclosable Loan to a Limited Liability Company for \$57,000.00 due on July 15, 2025.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Agricultural Purposes.
- ☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE RENTAL PROPERTY 110 1ST ST SW WATERTOWN.

FLOOD INSURANCE. As reflected on Flood Map No. 46029C0338D dated 01-16-2009, for the community of Watertown. City of, some of the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$57,000.00 as follows:

Amount paid to others on Borrower's behalf: \$57,000.00
\$57,000.00 to CASHIER'S CHECK TO FIRST DAKOTA TITLE -
WATERTOWN

Note Principal: \$57,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$570.00
\$494.30 Loan Documentation Fee
\$65.00 Laser Pro Loan Document Fee
\$10.70 Credit Report


Total Charges Paid in Cash: \$570.00

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 6, 2020.

BORROWER:

CRAIG HOLDINGS LLC

By: 
JESSE ROBERT CRAIG, Member of Craig Holdings
LLC

CUSTOMER NAME *C. H. H. H. H. H.*
CUSTOMER NUMBER
NOTE NUMBER
REV PRIN PAYMENT: 76
REBATE INTEREST: 82
REBATE INSURANCE: 64
DB INT ADJUSTMENT: 80
PLUS YEAR TO DATE: 2
ADD LATE CHARGE: 94

DESCRIPTION:

DATE: *7/1/25* DEBIT TICKET
BACK DATE
NEW LOAN: 34
RENEWAL LOAN: 70
DEBIT TO FINAL: 66
(Advance)
ESCROW: 86
TOTAL \$ *575.00*



CASHIER'S CHECK - CUSTOMER COPY

BMH

July 06, 2020

200757

Purchaser:

\$57,000.00

Craig Holdings LLC-Loan Proceeds

NON NEGOTIABLE

PAY TO THE ORDER OF:

First Dakota Title - Watertown

Notice to Customer

If this check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 90 days after the issue date and then only with the issuance of a "Declaration of Loss" certification.

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Of
\$155,150.00	07-30-2020	08-15-2025	40881	JN		***
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.						

Borrower: CRAIG HOLDINGS LLC (TIN: [REDACTED] 3536)
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540

LOAN TYPE. This is a Fixed Rate (4.500%) Nondisclosable Loan to a Limited Liability Company for \$155,150.00 due on August 15, 2025.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Agricultural Purposes.
- ☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase 26 1st Ave SW Watertown SD 57201.

FLOOD INSURANCE. As reflected on Flood Map No. 46029C0338D dated 01-16-2009, for the community of WATERTOWN, CITY OF, the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$155,150.00 as follows:

Amount paid to others on Borrower's behalf:	\$154,000.00
\$154,000.00 to FIRST DAKOTA TITLE - WATERTOWN	
Total Financed Prepaid Finance Charges:	\$1,150.00
\$1,150.00 Loan Documentation Fee	
Note Principal:	\$155,150.00

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 30, 2020.

BORROWER:

CRAIG HOLDINGS LLC

By: 
JESSE ROBERT CRAIG, Member of CRAIG
HOLDINGS LLC

* * * Communication Result Report (Jul. 30. 2020 10:52AM) * * *

1) RED RIVER STATE BANK FERTILE
2)

Date/Time: Jul. 30. 2020 10:52AM

File	No. Mode	Destination	Pg(s)	Result	Page Not Sent
0382	Memory TX	RRSB Halstad	P. 2	OK	

Reason for error
mm. 1) Hang up or line fail
3) No answer
5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection
E. 6) Destination does not support IP-Fax

WIRE TRANSFER ORDER	
Date	7/30/2020
Sender ABA #	091206109
Bank Name	Red River State Bank
<input type="checkbox"/> Customer <input type="checkbox"/> New Customer - Check with List Outing	
ORIGINATOR INFORMATION	
Name	Craig Holdings LLC
Street Address	1405 1st Ave N
City, State, Zip	Fargo ND 58102
Account Number	40881
Verified Collected Funds in Account	<i>RP</i> (Initials) (Initials)
WIRE THROUGH	
Bank Name	Great Western Bank
ABA Number	
Dollar Amount	\$154,000.00
BENEFICIARY INFORMATION	
For Credit To	First Dakota Title Watroun
Street Address	100 North Broadway
City, State, Zip	Watroun SD 57201
Account Number	
For Further Credit To	
Account Number	Please Reference
<input type="checkbox"/> OFAC Verified - by US	
<input type="checkbox"/> IN-PERSON REQUEST: <input type="checkbox"/> Known Customer <input type="checkbox"/> Identity Verified <input type="checkbox"/> Internal Business Purpose Verified Wire Transfer agreement on file: Yes / No Initials:	
CUSTOMER SIGNATURE	
<input checked="" type="checkbox"/> NOT IN-PERSON REQUEST: Request received: <input type="checkbox"/> telephone (Initials:) <input checked="" type="checkbox"/> Mail Request (attached) <input type="checkbox"/> Fax request (attached) <input type="checkbox"/> Mail request (attached) Call Back Verification details: Date: 7/30/2020 Time: 10:34am Who performed callback: <i>Marsha Peterson</i> Customer/Authorized Rep spoke with: <i>Michael Kappus</i> <input checked="" type="checkbox"/> Identity verified <input type="checkbox"/> Identity verified Phone Number called to verify: 605-886-5139 If not known source funds, also transfer agreement on file? Yes / No	
Wire Transfer Amount	US \$ 154,000.00
Wire Transfer Fee	\$ 12.00
TELLER SIGNATURE APPROVED BY OFFICER <i>[Signature]</i> (Attach any supporting documents on reverse side)	
SOURCE OF FUNDS <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Deposit A/c <input checked="" type="checkbox"/> Loan	

EBA OK?

Initials

CREDIT GENERAL LEDGER		DATE
MICR 5022 (7/1/10)		7/30/2020
ACCOUNT NAME	UBB	APPROVED BY
DESCRIPTION / REMARKS	Loan Proceeds Cray Holdings LLC	AMOUNT
		154,000.00
Account Number	Tran Code	
		\$ 154,000.00

100107020 7/30/2020 \$154000.00
020111000080 TC 0

CREDIT GENERAL LEDGER		DATE
MICR 5001 (7/1/10)		7/30/2020
ACCOUNT NAME	Commercial Loan Fees	APPROVED BY
DESCRIPTION / REMARKS	Doc fee Cray Holdings Loan #40881	AMOUNT
		1150.00
Account Number	Tran Code	
		\$ 1150.00

200517030 7/30/2020 \$1150.00
020111000090 TC 0

CUSTOMER NAME		DATE	DEBIT TICKET
Cray Holdings LLC		7/30/2020	
CUSTOMER NUMBER	NOTE NUMBER	BACK DATE	
	40881		
REV PRIN PAYMENT:	76	NEW LOAN:	34 155,150.00
REBATE INTEREST:	82	RENEWAL LOAN:	70
REBATE INSURANCE:	84	DEBIT TO FINAL:	66
DB INT ADJUSTMENT:	80	(Advance)	
PLUS YEAR TO DATE:	2	ESCROW:	86
ADD LATE CHARGE:	94		
DESCRIPTION:		TOTAL \$	155150.00

0 7/30/2020 \$155150.00
020111000100 TC 0

DISBURSEMENT REQUEST AND AUTHORIZATION

EXHIBIT

C-3

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account
\$72,450.00	09-30-2020	09-30-2025	40910	JN	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: CRAIG HOLDINGS LLC (TIN: [REDACTED] 3536)
1405 1ST AVE N
FARGO, ND 58102

Lender: Red River State Bank
Fertile
114 N Mill St
PO Box 98
Fertile, MN 56540

LOAN TYPE. This is a Fixed Rate (4.500%) Nondisclosable Loan to a Limited Liability Company for \$72,450.00 due on September 30, 2025.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Maintenance of Borrower's Primary Residence.
- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Agricultural Purposes.
- ☒ Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE 114 1ST SW WATERTOWN SD 57201.

FLOOD INSURANCE. Some of the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$72,450.00 as follows:

Amount paid to others on Borrower's behalf:	\$71,906.62
\$71,906.62 to Wire to First Dakota Title Watertown	
Total Financed Prepaid Finance Charges:	\$543.38
\$543.38 Loan Origination Fee	
Note Principal:	\$72,450.00

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED SEPTEMBER 30, 2020.

BORROWER:

CRAIG HOLDINGS LLC

By: 
JESSE ROBERT CRAIG, Member of CRAIG
HOLDINGS LLC

FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

27541
27541

DATE: 9/30/2020

FILE: SD20303627

CHECK AMOUNT: \$543.38

BUYER/SELLER: Craig Holdings, LLC/Larry M. Bjerke and Lucy A. Bjerke

SETTLEMENT DATE: 9/30/2020

PROPERTY ADDRESS: 114 1st Street Southwest, Watertown, SD 57201

PAYEE: Red River State Bank

9/30/2020: Our origination charge \$543.38

\$543.38

CUSTOMER NAME		DATE:	DEBIT TICKET
CUSTOMER NUMBER	NOTE NUMBER	BACK DATE	
REV PRIN PAYMENT:	76	NEW LOAN:	34
REBATE INTEREST:	82	RENEWAL LOAN:	70
REBATE INSURANCE:	64	DEBIT TO FINAL:	66
		(Advance)	
DB INT ADJUSTMENT:	80	ESCROW:	86
PLUS YEAR TO DATE:	2		
ADD LATE CHARGE:	94		
DESCRIPTION:		TOTAL \$	

Outgoing Domestic

Account Number: 2501534

Transaction Date: 9/30/2020

Business Function - {3600}	CTR	Type/SubType - {1510}	1000
Amount - {2000}	\$72,450.00 ✓		
Paid With Cash	<input type="checkbox"/>		
Receiver Bank - {3400}		Bank Name	Great Western Bank
ABA	091408734		

Originating Bank - {5100}

Id Code	DDA Account Number
Identifier	2501534
Name	Red River State Bank Halstad
Address 1	
Address 2	
Address 3	

Originator - {5000}

Id Code	Federal Routing Number
Identifier	██████████
Name	CRAIG HOLDINGS LLC
Address 1	1405 1ST AVEN
Address 2	FARGO ND 58102
Address 3	

Beneficiary - {4200}

Id Code	DDA Account Number
Identifier	██████████ ✓
Name	FIRST DAKOTA TITLE - WATERTOWN
Address 1	168 NORTH BROADWAY
Address 2	WATERTOWN SD 57201
Address 3	

Beneficiary Info - {6400} FOR FURTHER CREDIT TO: SD 20303627 CRAIG HOLDINGS LLC 114 1ST SOUTHWEST WATERTOWN, SD 57201

File Attachments No Attachments

Transaction Description CRAIG HOLDINGS LLC
Notes**No OFAC Violation**

Created By	KasiBakk14
Date Created	9/30/2020 11:01:08 AM
	Awaiting Verification

First Viewed By KasiBakk14

Date First Viewed 9/30/2020 10:58:42 AM

Last Viewed By KasiBakk14

Date Last Viewed 9/30/2020 11:01:16 AM

WIRE TRANSFER ORDER

Date 9/30/2020
 Sender ABA # 091205199
 Bank Name Red River State Bank

☒ Customer
☐ Non-Customer -- Check with Lori DeLong

ORIGINATOR INFORMATION

Name Craig Holdings LLC
 Street Address 1405 1st Ave N
 City, State, Zip Fargo ND 58102
 Account Number [REDACTED]
 Verified Collected Funds In Account [Signature] (Initials) KK (initials)

WIRE THROUGH

Bank Name Great Western Bank
 ABA Number [REDACTED]
 Dollar Amount \$72,450.00

BENEFICIARY INFORMATION

For Credit To First Dakota Title - Watertown
 Street Address 168 North Broadway
 City, State, Zip Watertown SD 57201
 Account Number [REDACTED]
 For Further Credit To _____
 Account Number [REDACTED] Craig Holdings LLC
☒ OFAC Verified - by UBB

☐ IN-PERSON REQUEST: ☐ Known Customer ☐ Identity Verified ☐ Internal Business Purpose

Verified Wire Transfer agreement on file: Yes / No Initial: _____

CUSTOMER SIGNATURE _____☒ NOT IN-PERSON REQUEST:

Request received: ☐ Telephone (Initial: _____) ☒ Email Request (attached) ☐ Fax request (attached) ☐ Mail request (attached)

Call Back Verification details:

Date: 9/30/2020 Time: 10:30am Who performed callback: Martin Peterson

Customer/Authorized Rep spoke with: Michael Lemonds First Dakota Title

☒ Identity verified ☐ Authority verified

Phone Number called to verify: _____

If no loan source funds, wire transfer agreement on file? Yes / No

Wire Transfer Amount US \$ 72,450.00

Wire Transfer Fee \$ 12.00

TELLER SIGNATURE payton Larson KK

APPROVED BY OFFICER [Signature]

(Attach any supporting documents on reverse side.)

SOURCE OF FUNDS


☐ Cash
☐ Check
☐ Deposit Acct
☒ Loan

EBA OK?

KK Initials



CUSTOMER NAME		DATE:	DEBIT TICKET
CUSTOMER NUMBER	NOTE NUMBER	BACK DATE	
REV PRIN PAYMENT:	51676 76	NEW LOAN:	(34)
REBATE INTEREST:	82	RENEWAL LOAN:	70
REBATE INSURANCE:	64	DEBIT TO FINAL:	66
DB INT ADJUSTMENT:	80	(Advance)	
PLUS YEAR TO DATE:	2	ESCROW:	86
ADD LATE CHARGE:	94		
DESCRIPTION:		TOTAL \$	81 00 00 0.00



CUSTOMER NAME *Craig Hol.*
CUSTOMER NUMBER
NOTE NUMBER *40869*
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 92
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88

DESCRIPTION:

DATE: *4/17/23*

CREDIT TICKET

BACK DATE

PAY OFF: 36
PRINCIPAL PAYMENT: *446*
INTEREST PAYMENT: 50
LATE CHARGE: 58
ESCROW: 72

TOTAL \$

46418.19

CUSTOMER NAME *Craig Hol*
CUSTOMER NUMBER NOTE NUMBER
40881
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 92
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: *4/17/23*

CREDIT TICKET

BACK DATE

> PAY OFF: 36
> PRINCIPAL PAYMENT: (46)
> INTEREST PAYMENT: 50
LATE CHARGE: 58
ESCROW: 72

TOTAL \$ *142789.38*

CUSTOMER NAME *Craig Hbl*
CUSTOMER NUMBER NOTE NUMBER
40910
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 92
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: *4/17/23*

CREDIT TICKET


BACK DATE

PAY OFF: 36
> PRINCIPAL PAYMENT: (46)
> INTEREST PAYMENT: 50
> LATE CHARGE: 58
ESCROW: 72

TOTAL \$

57880.80

CUSTOMER NAME *Generators on 1st* DATE: *4/17/23* CREDIT TICKET
CUSTOMER NUMBER NOTE NUMBER *41121* BACK DATE
REBATE INTEREST: 82 < > PAY OFF: 36
REBATE INSURANCE: C/L 64 < > PRINCIPAL PAYMENT: 46
REBATE INSURANCE: AH 78 < >
CREDIT TO FINAL: *392* INTEREST PAYMENT: 50
EXTENSION DATE: 38 LATE CHARGE: 58
FEE: 90 ESCROW: 72
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
TOTAL \$ *1565200.00*
DESCRIPTION:



CUSTOMER NAME *Generations*
CUSTOMER NUMBER NOTE NUMBER
51409
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 3 92
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88

DESCRIPTION:

DATE: 4/17/22

CREDIT TICKET


BACK DATE

> PAY OFF: 36
> PRINCIPAL PAYMENT: 46
> INTEREST PAYMENT: 50
LATE CHARGE: 58
ESCROW: 72

TOTAL \$ 2976430.98



CUSTOMER NAME *Generations* DATE: *4/17/23* CREDIT TICKET
CUSTOMER NUMBER NOTE NUMBER *51425* BACK DATE
REBATE INTEREST: 82 < > PAY OFF: 36
REBATE INSURANCE: C/L 64 < > PRINCIPAL PAYMENT: 46
REBATE INSURANCE: AH 78 < >
CREDIT TO FINAL: *3* 92 INTEREST PAYMENT: 50
EXTENSION DATE: 38 LATE CHARGE: 58
FEE: 90 ESCROW: 72
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
TOTAL \$ *1094025.15*
DESCRIPTION:



CUSTOMER NAME *Cocconatore*
CUSTOMER NUMBER 51437
NOTE NUMBER 51437
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 392
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: 4/17/23

CREDIT TICKET

BACK DATE

PAY OFF: 36
PRINCIPAL PAYMENT: 46
INTEREST PAYMENT: 50
LATE CHARGE: 58
ESCROW: 72

TOTAL \$

4124259.84



CUSTOMER NAME *Generatum*
CUSTOMER NUMBER
NOTE NUMBER
51449
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: *3 92*
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: *4/17/23*

CREDIT TICKET

BACK DATE

>	PAY OFF:	36
>	PRINCIPAL PAYMENT:	46
>	INTEREST PAYMENT:	50
	LATE CHARGE:	58
	ESCROW:	72

TOTAL \$ *843 168.59*

CUSTOMER NAME *Generators*
CUSTOMER NUMBER NOTE NUMBER
51471
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 392
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: 4/17/23

CREDIT TICKET

BACK DATE

>	PAY OFF:	36
>	PRINCIPAL PAYMENT:	46
>	INTEREST PAYMENT:	50
	LATE CHARGE:	58
	ESCROW:	72

TOTAL \$

653 729.65



CUSTOMER NAME *Generatore*
CUSTOMER NUMBER NOTE NUMBER
51488
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 392
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: 4/17/23

CREDIT TICKET

BACK DATE

> PAY OFF:	36
> PRINCIPAL PAYMENT:	46
> INTEREST PAYMENT:	50
LATE CHARGE:	58
ESCROW:	72

TOTAL \$

274043.60



CUSTOMER NAME *Mulinda Craso*
CUSTOMER NUMBER NOTE NUMBER
41206
REBATE INTEREST: 82 <
REBATE INSURANCE: C/L 64 <
REBATE INSURANCE: AH 78 <
CREDIT TO FINAL: 392
EXTENSION DATE: 38
FEE: 90
CR INT ADJUSTMENT: 84
MINUS YEAR TO DATE: 4
INSURANCE PAYMENT: 88
DESCRIPTION:

DATE: *4/17/23*

CREDIT TICKET

BACK DATE

> PAY OFF: 36
> PRINCIPAL PAYMENT: 46
> INTEREST PAYMENT: 50
LATE CHARGE: 58
ESCROW: 72

TOTAL \$

22053.82

EXHIBIT

E-1

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4160
 PO BOX 9379 FARGO, ND 58106 2754 BRANT DR SOUTH
 701-237-3369 FARGO, ND 58106

05/11/23 \$55,830.18**

TO THE ORDER OF **** FIFTY FIVE THOUSAND EIGHT HUNDRED THIRTY AND 18/100 DOLLARS

RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: *Generations*

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

CUSTOMER NAME	<i>Generations</i>	DATE:		CREDIT TICKET
CUSTOMER NUMBER	NOTE NUMBER	BACK DATE	<i>5/15/23</i>	
	<i>51676</i>			
REBATE INTEREST:	82 <	>	PAY OFF:	36
REBATE INSURANCE:	C/L 64 <	>	PRINCIPAL PAYMENT:	46 <i>13,827.71</i>
REBATE INSURANCE:	AH 78 <	>	INTEREST PAYMENT:	50 <i>41,942.47</i>
CREDIT TO FINAL:	92		LATE CHARGE:	58
EXTENSION DATE:	38		ESCROW:	72
FEE:	90			
CR INT ADJUSTMENT:	84			
MINUS YEAR TO DATE:	4			
INSURANCE PAYMENT:	88			
DESCRIPTION:			TOTAL \$	<i>55830.18</i>

⑆5300000004⑆

EXHIBIT

E-2

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4183

PO BOX 9379
FARGO, ND 58106 2754 BRANT DR SOUTH
701-237-3369 FARGO, ND 58106

06/01/23

\$78,355.18**

TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT 46 Principal Payment
MCM 5002 (R 4/10) 50 Interest Payment

Date 6/2/23 Approved by CBP 58 Late Charge

CUSTOMER NAME 92 Principal Payment (End)

~~RECEIVED~~ Generations 09 Regular Payment

Customer Number Loan Number Tran Code

51676 09 s 55830.18

53010000

* Check 4183 was divided between the Eighth Generations Note (\$55,830.18) and Parkside Note (\$22,525.00). See Parkside Note Aff., **Payment 18**.

EXHIBIT

E-3

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4275
 PO BOX 9379
 FARGO, ND 58106
 701-237-3369
 2754 BRANT DR SOUTH
 FARGO, ND 58106

07/01/23 \$78,355.18**

TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS
 RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: Loan Payment

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

225811

LOAN DEPARTMENT CREDIT 46 Principal Payment
 MCM 5002 (R 4/10) 50 Interest Payment
 Date 7-10-23 Approved by LAM CU 58 Late Charge
 CUSTOMER NAME 92 Principal Payment (End)
 Generations on 1st 09 Regular Payment

Customer Number Loan Number Tran Code
 51676 09 \$ 55830.18

5301000011

* Check 4275 was divided between the Eighth Generations Note (\$55,830.18) and Parkside Note (\$13,907.96 and \$8,617.04). See Parkside Note Aff., **Payment 19**.

EXHIBIT

E-4

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4308

PO BOX 9379
FARGO, ND 58106
701-237-3369

2754 BRANT DR SOUTH
FARGO, ND 58108

08/01/23

\$78,355.18**

TO THE ORDER OF ***** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

2258

LOAN DEPARTMENT CREDIT MCM 5002 (R 4/10)

DATE 8-16-23 APPROVED BY *GM*

CUSTOMER NAME Generations on 1st LLC

46 Principal Payment
50 Interest Payment
58 Late Charge
92 Principal Payment (End)
09 Regular Payment

Memo

Customer Number 51676 Loan Number 09 Tran Code 55830.18

53010000

* Check 4308 was divided between the Eighth Generations Note (\$55,830.18) and Parkside Note (\$22,525.00). See Parkside Note Aff., **Payment 20**.

EXHIBIT

E-5

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4368
 PO BOX 9379 FARGO, ND 58106 2754 BRANT DR SOUTH FARGO, ND 58106
 701-237-3369

09/01/23

TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS \$78,355.18**
 RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: Loan Payment

2256

LOAN DEPARTMENT CREDIT MCM 5002 (R 4/10)

DATE 9-7-23 APPROVED BY *Camp*

CUSTOMER NAME Generations on 1st LLC

46 Principal Payment
 50 Interest Payment
 58 Late Charge
 92 Principal Payment (End)
☒ 09 Regular Payment
 Memo

Customer Number 51676 Loan Number 09 s Tran Code 55830.18

53010000

* Check 4368 was divided between the Eighth Generations Note (\$55,830.18) and Parkside Note (\$22,525.00). See Parkside Note Aff., **Payment 21**.

EXHIBIT

E-6

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

CP BUSINESS MANAGEMENT - APARTMENTS

STARION FINANCIAL

4462

PO BOX 9379
FARGO, ND 58106
701-237-33692754 BRANT DR SOUTH
FARGO, ND 58106

10/02/23

\$78,355.18**

TO THE
ORDER OF

**** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

RED RIVER STATE BANK
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

22581*

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo

DATE 10-10-23 APPROVED BY 

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 s

55830.18

⑈53010000⑈

* Check 4462 was divided between the Eighth Generations Note (\$55,830.18) and Parkside Note (\$22,525.00). See Parkside Note Aff., **Payment 22**.

EXHIBIT

E-7

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

CP BUSINESS MANAGEMENT - APARTMENTS STARION FINANCIAL 4506
 PO BOX 9379 2754 BRANT DR SOUTH
 FARGO, ND 58106 FARGO, ND 58106
 701-237-3369

11/01/23 \$78,355.18**

TO THE ORDER OF **** SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND 18/100 DOLLARS

RED RIVER STATE BANK
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: Loan Payment

225811

LOAN DEPARTMENT CREDIT 46 Principal Payment
 MCM 5002 (R 4/10) 50 Interest Payment
 DATE 11-7-23 APPROVED BY *[Signature]* 58 Late Charge
 CUSTOMER NAME 92 Principal Payment (End)
Generations on 1st LLC 09 Regular Payment
 Memo

Customer Number Loan Number Tran Code
 51676 09 \$ 55,830.18

0530100001

* Check 4506 was divided between the Eighth Generations Note (\$55,830.18) and Parkside Note (\$22,525.00). See Parkside Note Aff., **Payment 23**.

File Information

Transaction Date 12/30/2024 4:23:51 PM
 File Date Monday December 30, 2024 03:00 PM
 Immediate Destination 091205199 RED RIVER STATE BANK HA

**Batch Information**

Service Class Code	200	Standard Entry Class Code	PPD
Settlement Date	12/30/2024	Originator Status Code	1
Effective Entry Date	241230	Company Entry Description	Generation
Originating DFI Identification	09140017		
Company Name	HME COMPANIES LL	Originator Identification	9832282354
Company Discretionary Data		Company Descriptive Date	
Entry/Addenda Count	1	Batch Number	18
Credit Total	\$195,262.92	Debit Total	\$0.00

Entries

Amount	\$195,262.92	Prenotification	
Receiving DFI Identification	09120519	Account Type	Checking
DFI Account Number	4657	Identification Number	6427574
Receiving Entity Name	Generations on First		
Discretionary Data			
Transaction Code	22	Trace Number	91400179354134
Return Code		Return	
Standard Entry Class Code	PPD		
Settlement Date	12/30/2024		

Preview History

Last Viewed By DaniHarl32 **Date First Viewed** 12/31/2024 11:09:52 AM
Last Viewed By DaniHarl32 **Date Last Viewed** 12/31/2024 11:09:59 AM

CHECKING WITHDRAWAL		RED RIVER STATE BANK <small>FD-3400 (R 4/10)</small>		4657
DATE	12/30/24	TO		ACCOUNT NUMBER
PREPARED BY		SIGNATURE	3 full pymts = Dec 2023, Jan 2024, Feb 2024 X 1 partial pymt = March 2024	
GENERATIONS ON 1 st LLC		\$ 195262.92		
ADDRESS		AMOUNT CHARGED		
CITY, STATE, ZIP				
⑈5000 2 2000⑈				

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 12/30/24 APPROVED BY

CBA

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

55830.00

⑈530 10000 ⑈

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 12/30/24 APPROVED BY

CBA

CUSTOMER NAME

Generation on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

55830.00

⑈530 10000 ⑈

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo December 2023

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo January 2024

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 12/30/24 APPROVED BY CBA

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo February 2024

51676

09 \$

55830.00

⑈53010000⑈

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 12/30/24 APPROVED BY CBA

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo Partial March 2024

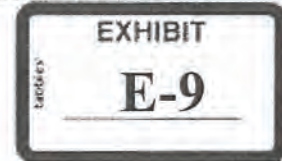
51676

09 \$

27772.92

⑈53010000⑈

* A withdrawal of \$195,262.92 from HME Companies LLC was made on 12/30/24, totaling the full payment amount of \$55,830.00 for the overdue December 2023 – February 2024 payments and part of the March 2024 payment (\$27,772.92).

Incoming

Account Number: 1534

Transaction Date: 2/3/2025

To Return this wire

Call/Email UBB should this wire require to be returned.

Submit

TransactionDate 2/3/2025 4:12:46 PM

Date Created 2/3/2025
4:12:46 PMBusiness Function -
{3600} CTRType/SubType -
{1510} 1000

Amount - {2000} \$114,592.03

Sender Reference US BANKRUPTCY

Receiver Bank - {3400}

ABA 1322

Bank Name UNITED BKRS
MPLS

IMAD 20250203MMQFMPN4000017

OMAD

Output Date 0203

Output FRB Appl FT01
ID

Output Time 1654

OMAD 2025020311B78Q1C00110602031654

Sender Bank - {3100}

ABA 1258

Bank Name MIDDLETOWN VALLEY

Originator - {5000}

Id Code DDA Account Number

Identifier 7208

Name THE VERSTANDIG LAW FIRM, LLC

Address 1 9812 FALLS ROAD #114-160

Address 2 POTOMAC MD 20854

Address 3

Beneficiary Bank -
{4100}

Id Code DDA Account Number

Identifier 1534

Name

Address 1

Address 2

Address 3

Case 25-30002 Doc 165-1 Filed 09/16/25 Entered 09/16/25 12:27:58 Desc Beneficiary - {4200} Exhibits A-G Page 40 of 53

Id Code DDA Account Number
Identifier -1534
Name RED RIVER STATE BANK
Address 1
Address 2
Address 3
Originator to BNF info - COURT FOR THE STATE OF NORTH
{6000} DAKOTA

Transaction Tracker Users

Add User Forward Remove User



No OFAC Violation

First Viewed By amyfage70
Date First Viewed 2/3/2025 4:26:04 PM
Last Viewed By amyfage70
Date Last Viewed 2/3/2025 4:26:04 PM

DEBIT

MCM 5001 (R 7/10)

GENERAL LEDGER

DATE

2/4/2025
Zenith City Business Systems, Inc.

ACCOUNT NAME

UBB

APPROVED BY

[Signature]

AMOUNT

DESCRIPTION / REMARKS

Generations # 51676

Account Number

Tran Code

7020

\$

114592.03

⑈59000000⑈

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo

DATE

02/04/2025

APPROVED BY

CBA

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

114592.03

⑈53010000⑈

EXHIBIT

E-10

GENERATIONS ON 1ST, LLCDEBTOR IN POSSESSION - CASE #25-30002
PO BOX 9379
FARGO, ND 58106STARION FINANCIAL
2754 Brandt Dr S
Fargo, ND 58104

30009

02/12/25

\$25,000.00**

TO THE
ORDER OF

**** TWENTY FIVE THOUSAND AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

NEW! Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

||

88888

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo Cash collateral pymt due 2/15/25

Zion City Business Systems

DATE 2/14/25 APPROVED BY

CUSTOMER NAME

Generations on 1st

Customer Number

Loan Number

Tran Code

51676

09 s

25000.00

530 10000

EXHIBIT

E-11

GENERATIONS ON 1ST, LLCDEBTOR IN POSSESSION - CASE #25-30002
PO BOX 9379
FARGO, ND 58106STARION FINANCIAL
2754 Brandt Dr S
Fargo, ND 58104

30031

03/05/25

\$35,000.00**

TO THE
ORDER OF

**** THIRTY FIVE THOUSAND AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MCM Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

||

88888

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo Cash Collateral March

DATE 03/07/25 APPROVED BY

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

35000.00

⑈53010000⑈

**LOAN DEPARTMENT CREDIT**

MCM 5002 (R 4/10)

DATE 03/19/2025 APPROVED BY

C/BA
OK

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

10000.00

⑈53010000⑈

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo wire from Verstandig

* A \$10,000.00 payment on 3/17/25 was wired from the Verstandig Law Firm Bank Acct. ending in -7208. See Wire Transaction p. 1, highlighted text.

Incoming

Account Number: 2501534

Transaction Date: 3/17/2025

To Return this wire

Call/Email UBB should this wire require to be returned.

Submit

TransactionDate	3/17/2025 4:00:29 PM	Date Created	3/17/2025 4:00:29 PM
Business Function - {3600}	CTR	Type/SubType - {1510}	1000
Amount - {2000}	\$10,000.00		
Sender Reference	TO TRUST ACCT		
Receiver Bank - {3400}			
ABA	091001322	Bank Name	UNITED BKRS MPLS
IMAD	20250317MMQFMPN4000010		
OMAD			
Output Date	0317	Output FRB Appl ID	FT01
Output Time	1659		
OMAD	2025031711B78Q1C00096403171659		
Sender Bank - {3100}			
ABA	055001258		
Bank Name	MIDDLETOWN VALLEY		
Originator - {5000}			
Id Code	DDA Account Number		
Identifier	7208		
Name	THE VERSTANDIG LAW FIRM, LLC		
Address 1	9812 FALLS ROAD #114-160		
Address 2	POTOMAC MD 20854		
Address 3			
Beneficiary Bank - {4100}			
Id Code	DDA Account Number		
Identifier	1534		
Name			
Address 1			
Address 2			
Address 3			

Beneficiary - {4200}

Exhibits A-G Page 46 of 53

Id Code	DDA Account Number
Identifier	-1534
Name	RED RIVER STATE BANK
Address 1	300 2ND AVENUE WEST
Address 2	HALSTAD, MN 56548
Address 3	
Originator to BNF info - {6000}	FURTHER CREDIT
	ITEMS IN TRANSIT#100107030

Transaction Tracker Users

Add User

Forward

Remove User

x

x

No OFAC Violation

First Viewed By HeidRoy93

Date First Viewed 3/17/2025 4:05:32 PM

Last Viewed By HeidRoy93

Date Last Viewed 3/17/2025 4:05:32 PM

EXHIBIT

E-13

GENERATIONS ON 1ST, LLC

DEBTOR IN POSSESSION - CASE #25-30002
PO BOX 9379
FARGO, ND 58106

STARION FINANCIAL
2754 Brandt Dr S
Fargo, ND 58104

30053

04/10/25

\$35,000.00**

TO THE
ORDER OF

**** THIRTY FIVE THOUSAND AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 4/14/2025 APPROVED BY CPA

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

35000.00

⑆53010000⑆

EXHIBIT

E-14

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

GENERATIONS ON 1ST, LLC
 DEBTOR IN POSSESSION - CASE #25-30002
 PO BOX 9379
 FARGO, ND 58106

STARION FINANCIAL
 2754 Brandt Dr S
 Fargo, ND 58104

30074

05/12/25 \$35,000.00**

TO THE ORDER OF **** THIRTY FIVE THOUSAND AND 00/100 DOLLARS

RED RIVER STATE BANK
 Attn Danielle Harless
 300 2ND AVE W
 HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 5/19/2026 APPROVED BY CBA

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

35000.00

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo May Cash Collateral

⑆530100001⑆

EXHIBIT

E-15

GENERATIONS ON 1ST, LLCDEBTOR IN POSSESSION - CASE #25-30002
PO BOX 9379
FARGO, ND 58108STARION FINANCIAL
2754 Brandt Dr S
Fargo, ND 58104

30100

06/11/25

\$35,000.00**

TO THE
ORDER OF

**** THIRTY FIVE THOUSAND AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

||

88888

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

DATE 6/13/25 APPROVED BY

CBL

CUSTOMER NAME

Generations on 1st LLC

46 Principal Payment

50 Interest Payment

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo June Cash collateral

Customer Number

Loan Number

Tran Code

51676

09 \$

35000.00

⑈53010000⑈

EXHIBIT

E-16

GENERATIONS ON 1ST, LLCDEBTOR IN POSSESSION - CASE #25-30002
PO BOX 9379
FARGO, ND 58106STARION FINANCIAL
2754 Brandt Dr S
Fargo, ND 58104

30122

07/10/25

\$35,000.00**

TO THE
ORDER OF

**** THIRTY FIVE THOUSAND AND 00/100 DOLLARS

RED RIVER STATE BANK
Attn Danielle Harless
300 2ND AVE W
HALSTAD, MN 56548

MEMO: Loan Payment

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY, WATERMARK AND COIN REACTIVE INK

11*

888811*

LOAN DEPARTMENT CREDIT

MCM 5002 (R 4/10)

46 Principal Payment

50 Interest Payment

35,000 -

58 Late Charge

92 Principal Payment (End)

09 Regular Payment

Memo

DATE 7/14/25 APPROVED BY CBA

CUSTOMER NAME

Generations on 1st LLC

Customer Number

Loan Number

Tran Code

51676

09 \$

35000.00

1530 10000 11

11074 GENERATIONS ON 1ST LLC
PO BOX 426
FARGO ND 58107

Case 25-30002 Doc 165-1 Filed 09/16/25 Entered 09/16/25 12:27:58
Exhibits A-G Page 51 of 53



LOAN #	51676	COLL DESC 26 1ST AVE SORIG BAL 8,100,000.00	ORIG DATE 4/17/2023	ORIG DISC	0.00	RENEW BAL	0.00
RENEW DATE	APR OFF	CBA	TMS EXT 0	LAST MATY 12/1/2026	RATE .06750	TYPE CODE 4	
DATE	TC1	AMOUNT	TC2	AMOUNT	POST DATE	DESCRIPTION	BALANCE
04/17/2023	34	8,100,000.00	0	0.00		OPENING ADVANCE	8,100,000.00
05/11/2023	94	2,791.51	0	0.00			8,100,000.00
05/15/2023	59	2,791.51	0	0.00			8,100,000.00
05/15/2023	46	13,887.71	50	41,942.47	05/16/2023	Bank Error onPmt Schedule	8,086,112.29
06/02/2023	46	28,913.40	50	26,916.78			8,057,198.89
07/10/2023	50	55,830.18	0	0.00			8,057,198.89
08/16/2023	50	55,830.18	0	0.00			8,034,241.25
09/07/2023	46	22,957.64	50	32,872.54			8,027,441.95
10/10/2023	46	6,799.30	50	49,030.88			8,014,663.06
11/08/2023	46	12,778.89	50	43,051.29			8,014,663.06
12/26/2023	94	2,791.51	0	0.00			8,014,663.06
01/25/2024	94	2,791.51	0	0.00		NON-ACCRUAL	8,014,663.06
02/15/2024	92	8,014,663.06	84	146,734.20		NON-ACCRUAL	8,014,663.06
02/15/2024	366	8,014,663.06	380	146,734.20			8,014,663.06
02/26/2024	94	2,791.51	0	0.00			8,014,663.06
02/29/2024	392	8,014,663.06	0	0.00		Correct errorin moving to N	8,014,663.06
02/29/2024	384	167,484.49	0	0.00		Correct errorin moving to N	8,014,663.06
02/29/2024	80	167,484.49	0	0.00		Correct errorin moving to N	8,014,663.06
02/29/2024	66	8,014,663.06	0	0.00		Correct errorin moving to N	8,014,663.06
03/25/2024	94	2,791.51	0	0.00			8,014,663.06
03/28/2024	92	8,014,663.06	84	208,985.08		NON-ACCRUAL	8,014,663.06
03/28/2024	366	8,014,663.06	380	208,985.08		NON-ACCRUAL	8,014,663.06
04/25/2024	94	2,791.51	0	0.00			8,014,663.06
05/28/2024	94	2,791.51	0	0.00			8,014,663.06
06/25/2024	94	2,791.51	0	0.00			8,014,663.06
07/25/2024	94	2,791.51	0	0.00			8,014,663.06
08/26/2024	94	2,791.51	0	0.00			8,014,663.06
09/25/2024	94	2,791.51	0	0.00			8,014,663.06
10/25/2024	94	2,791.51	0	0.00			8,014,663.06
11/25/2024	94	2,791.51	0	0.00			8,014,663.06
12/26/2024	94	2,791.51	0	0.00			8,014,663.06
12/30/2024	350	55,830.00	0	0.00	01/09/2025	Dec2023	8,014,663.06
12/30/2024	350	55,830.00	0	0.00		Jan2024	8,014,663.06
12/30/2024	350	55,830.00	0	0.00		Feb2024	8,014,663.06
12/30/2024	350	27,772.92	0	0.00		partial Mar2024	8,014,663.06
01/27/2025	94	2,791.51	0	0.00			8,014,663.06
02/04/2025	350	114,592.03	0	0.00		1st cash collateral pymt due	8,014,663.06
02/14/2025	350	25,000.00	0	0.00			8,014,663.06
02/25/2025	94	2,791.51	0	0.00			8,014,663.06
03/07/2025	350	35,000.00	0	0.00		cash collateral pymt	8,014,663.06
03/18/2025	350	10,000.00	0	0.00			8,014,663.06
03/25/2025	94	2,791.51	0	0.00			8,014,663.06

RRSB GO1st 04740

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INQUIRY STATEMENT

11074 GENERATIONS ON 1ST LLC
PO BOX 426
FARGO ND 58107

LOAN #	51676	COLL DESC 26 1ST AVE	SORIG BAL 8,100,000.00	ORIG DATE 4/17/2023	ORIG DISC	0.00	RENEW BAL	0.00
		RENEW DATE	TMS EXT 0	LAST MATY 12/1/2026	RATE .06750		TYPE CODE 4	
		APR OFF CBA	COLL CODE FA					
DATE	TC1	AMOUNT	TC2	AMOUNT	POST DATE	DESCRIPTION	BALANCE	
04/14/2025	350	35,000.00	0	0.00		April25 cash collateral pymt	8,014,663.06	
04/25/2025	94	2,791.51	0	0.00			8,014,663.06	
05/19/2025	350	35,000.00	0	0.00	05/20/2025		8,014,663.06	
05/27/2025	94	2,791.51	0	0.00			8,014,663.06	
06/13/2025	350	35,000.00	0	0.00			8,014,663.06	
06/25/2025	94	2,791.51	0	0.00			8,014,663.06	

Principal: 16,114,663.06
Interest: 305,474.32
Min: 0.00
Max: 8,100,000.00

RRSB GO1st 04741



Eighth Generations Note: Payments Applied and Accrual of Interest & Late Fees											
Affidavit of Charles A. Aristed re: Eighth Generations Note											
Originating Interest Rate: 6.75% per annum											
RUNNING BALANCE											
INTEREST CALCULATION											
TRANSACTION TYPE AND AMOUNT											
Date	Advance/Charge (+)	Payment (-)	Total	Interest Pmt.	Principal Pmt.	Transaction Description	Per Diem	# of Days	Accrued Interest	Principal Pmt.	Interest
4/17/2023	\$ 8,100,000.00	\$ -	\$ -	\$ -	\$ -	Opening Advance	\$ 1,497.95	0	\$ -	\$ -	\$ -
5/15/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,497.95	28	\$ 41,942.47	\$ -	\$ 41,942.47
5/15/2023	\$ -	\$ (55,830.18)	\$ (55,830.18)	\$ (41,942.47)	\$ (13,887.71)	May 2023 regular payment	\$ 1,497.95	28	\$ (41,942.47)	\$ (13,887.71)	\$ -
6/2/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,495.38	18	\$ 26,916.78	\$ -	\$ 26,916.78
6/2/2023	\$ -	\$ (55,830.18)	\$ (55,830.18)	\$ (26,916.78)	\$ (28,913.40)	June 2023 regular payment	\$ 1,495.38	18	\$ (26,916.78)	\$ (28,913.40)	\$ -
7/10/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,490.03	38	\$ 56,621.14	\$ -	\$ 56,621.14
7/10/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,490.03	38	\$ 56,621.14	\$ -	\$ 56,621.14
8/16/2023	\$ -	\$ -	\$ -	\$ -	\$ -	July 2023 regular payment	\$ 1,490.03	37	\$ (55,830.18)	\$ -	\$ -
8/16/2023	\$ -	\$ (55,830.18)	\$ (55,830.18)	\$ (55,830.18)	\$ -	August 2023 regular payment	\$ 1,490.03	37	\$ (55,830.18)	\$ -	\$ -
9/7/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,490.03	22	\$ 32,790.66	\$ -	\$ 32,790.66
9/7/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,490.03	22	\$ 32,790.66	\$ -	\$ 32,790.66
10/10/2023	\$ -	\$ -	\$ -	\$ -	\$ -	September 2023 regular payment	\$ 1,485.78	33	\$ (49,030.88)	\$ -	\$ -
10/10/2023	\$ -	\$ (55,830.18)	\$ (55,830.18)	\$ (49,030.88)	\$ (6,796.30)	October 2023 regular payment	\$ 1,485.78	33	\$ (49,030.88)	\$ (6,796.30)	\$ -
11/8/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,484.53	29	\$ 43,051.29	\$ -	\$ 43,051.29
11/8/2023	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,484.53	29	\$ 43,051.29	\$ -	\$ 43,051.29
12/26/2023	\$ 2,791.51	\$ -	\$ 2,791.51	\$ (43,051.29)	\$ (12,778.89)	December 2023 regular payment	\$ 1,482.16	418	\$ 619,544.43	\$ -	\$ 619,544.43
12/26/2023	\$ 2,791.51	\$ -	\$ 2,791.51	\$ (43,051.29)	\$ (12,778.89)	December 2023 regular payment	\$ 1,482.16	418	\$ 619,544.43	\$ -	\$ 619,544.43
1/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
1/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
2/26/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
3/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
4/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
5/24/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
6/24/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
7/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
8/26/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
9/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
10/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
11/25/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
12/26/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
12/30/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
12/30/2024	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
1/6/2025	\$ -	\$ (195,262.92)	\$ (195,262.92)	\$ (195,262.92)	\$ -	Dec 2023-Feb 2024 & Partial Mar 2024 Pmts.	\$ -	-	\$ -	\$ -	\$ -
1/6/2025	\$ -	\$ (195,262.92)	\$ (195,262.92)	\$ (195,262.92)	\$ -	Dec 2023-Feb 2024 & Partial Mar 2024 Pmts.	\$ -	-	\$ -	\$ -	\$ -
1/27/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
2/4/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	29	\$ 42,982.59	\$ -	\$ 42,982.59
2/4/2025	\$ -	\$ (114,592.03)	\$ (114,592.03)	\$ (114,592.03)	\$ -	Funds from receivership	\$ 1,482.16	29	\$ 42,982.59	\$ -	\$ 42,982.59
2/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	10	\$ 14,821.58	\$ -	\$ 14,821.58
2/14/2025	\$ -	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ -	Cash Collateral	\$ 1,482.16	10	\$ 14,821.58	\$ -	\$ 14,821.58
2/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
3/7/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	21	\$ 31,125.44	\$ -	\$ 31,125.44
3/7/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	21	\$ 31,125.44	\$ -	\$ 31,125.44
3/18/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	11	\$ 16,303.80	\$ -	\$ 16,303.80
3/18/2025	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ -	Cash Collateral	\$ 1,482.16	11	\$ 16,303.80	\$ -	\$ 16,303.80
3/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
4/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	27	\$ 40,018.42	\$ -	\$ 40,018.42
4/14/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	27	\$ 40,018.42	\$ -	\$ 40,018.42
4/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
5/19/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	35	\$ 51,875.73	\$ -	\$ 51,875.73
5/19/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	35	\$ 51,875.73	\$ -	\$ 51,875.73
5/27/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
6/13/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	25	\$ 37,054.09	\$ -	\$ 37,054.09
6/13/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	25	\$ 37,054.09	\$ -	\$ 37,054.09
6/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
7/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	31	\$ 45,947.08	\$ -	\$ 45,947.08
7/14/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	31	\$ 45,947.08	\$ -	\$ 45,947.08
1/27/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
2/4/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	29	\$ 42,982.59	\$ -	\$ 42,982.59
2/4/2025	\$ -	\$ (114,592.03)	\$ (114,592.03)	\$ (114,592.03)	\$ -	Funds from receivership	\$ 1,482.16	29	\$ 42,982.59	\$ -	\$ 42,982.59
2/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	10	\$ 14,821.58	\$ -	\$ 14,821.58
2/14/2025	\$ -	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ -	Cash Collateral	\$ 1,482.16	10	\$ 14,821.58	\$ -	\$ 14,821.58
2/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
3/7/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	21	\$ 31,125.44	\$ -	\$ 31,125.44
3/7/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	21	\$ 31,125.44	\$ -	\$ 31,125.44
3/18/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	11	\$ 16,303.80	\$ -	\$ 16,303.80
3/18/2025	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ -	Cash Collateral	\$ 1,482.16	11	\$ 16,303.80	\$ -	\$ 16,303.80
3/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
4/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	27	\$ 40,018.42	\$ -	\$ 40,018.42
4/14/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	27	\$ 40,018.42	\$ -	\$ 40,018.42
4/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
5/19/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	35	\$ 51,875.73	\$ -	\$ 51,875.73
5/19/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	35	\$ 51,875.73	\$ -	\$ 51,875.73
5/27/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
6/13/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	25	\$ 37,054.09	\$ -	\$ 37,054.09
6/13/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	25	\$ 37,054.09	\$ -	\$ 37,054.09
6/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
7/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	31	\$ 45,947.08	\$ -	\$ 45,947.08
7/14/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	31	\$ 45,947.08	\$ -	\$ 45,947.08
1/27/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
2/4/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	29	\$ 42,982.59	\$ -	\$ 42,982.59
2/4/2025	\$ -	\$ (114,592.03)	\$ (114,592.03)	\$ (114,592.03)	\$ -	Funds from receivership	\$ 1,482.16	29	\$ 42,982.59	\$ -	\$ 42,982.59
2/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	10	\$ 14,821.58	\$ -	\$ 14,821.58
2/14/2025	\$ -	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ -	Cash Collateral	\$ 1,482.16	10	\$ 14,821.58	\$ -	\$ 14,821.58
2/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
3/7/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	21	\$ 31,125.44	\$ -	\$ 31,125.44
3/7/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	21	\$ 31,125.44	\$ -	\$ 31,125.44
3/18/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	11	\$ 16,303.80	\$ -	\$ 16,303.80
3/18/2025	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ -	Cash Collateral	\$ 1,482.16	11	\$ 16,303.80	\$ -	\$ 16,303.80
3/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
4/14/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	27	\$ 40,018.42	\$ -	\$ 40,018.42
4/14/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	27	\$ 40,018.42	\$ -	\$ 40,018.42
4/25/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
5/19/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	35	\$ 51,875.73	\$ -	\$ 51,875.73
5/19/2025	\$ -	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	Cash Collateral	\$ 1,482.16	35	\$ 51,875.73	\$ -	\$ 51,875.73
5/27/2025	\$ 2,791.51	\$ -	\$ 2,791.51	\$ -	\$ -	Late Fee Assessed	\$ -	-	\$ -	\$ -	\$ -
6/13/2025	\$ -	\$ -	\$ -	\$ -	\$ -	Interest Calculation	\$ 1,482.16	25	\$ 37,054.09	\$ -	\$ 37,054.09